CITY OF ONTARIO

Regular City Council/Housing Authority Meeting
AUGUST 20, 2024

City Hall
303 East B Street, Ontario, CA 91764

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

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

WELCOME TO A MEETING OF THE ONTARIO CITY COUNCIL

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

Anyone wishing to speak in person during public comment or on a particular item will be required to fill out a blue slip. Blue slips must be turned in prior to public comment beginning or before an agenda item is taken up. The Clerk will not accept blue slips after that time. To comment by email, submit your comments no later than 4:00 p.m. on the day of the meeting by emailing your name, agenda item you are commenting on and your comments to publiccomments@ontarioca.gov. All comments received by the deadline will be forwarded to the City Council for consideration before action is taken on the matter and will be entered into the record.

Comments will be limited to 3 minutes. Speakers will be alerted when they have 1 minute remaining and when their time is up. Speakers are then to return to their seats and no further comments will be permitted.

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

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

ACCOMODATIONS

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

ORDER OF BUSINESS

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

CALL TO ORDER *(OPEN SESSION)*

ROLL CALL

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

CLOSED SESSION PUBLIC COMMENT

The Closed Session Public Comment portion of the Council/Housing Authority meeting is limited to a maximum of 3 minutes for each speaker and comments will be limited to matters appearing on the Closed Session. Additional opportunities for further Public Comment will be given during and at the end of the meeting.

CLOSED SESSION

GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: APN: 0210-211-33; 700 North Haven Avenue; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: Starbridge Investment LLC; Under negotiation: Price and terms of payment.

ATTACHMENT: 20240820 Closed Session

PLEDGE OF ALLEGIANCE

Council Member Bowman

INVOCATION

Pastor Daniel Ventura, Ontario United Reformed Church

REPORT ON CLOSED SESSION

City Attorney

PUBLIC COMMENTS 6:30 P.M.

The Public Comment portion of the Council/Housing Authority meeting is limited to 30 minutes with each speaker given a maximum of 3 minutes. An opportunity for further Public Comment may be given at the end of the meeting. Under provisions of the Brown Act, Council is prohibited from taking action on oral requests.

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

AGENDA REVIEW/ANNOUNCEMENTS

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

INFORMATION RELATIVE TO POSSIBLE CONFLICT OF INTEREST

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

CONSENT CALENDAR

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

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

1. APPROVAL OF MINUTES

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

ATTACHMENT: 20240716 Meeting Minutes (Not Official Until Approved)

2. BILLS & PAYROLL

Bills July 19, 2024 through August 1, 2024, and Payroll June 29, 2024 through July 13, 2024.

3. A PROFESSIONAL SERVICES AGREEMENT FOR INVESTMENT MANAGEMENT AND ADVISORY SERVICES

That the City Council authorize the City Manager or designee to execute a Professional Services Agreement with Chandler Asset Management, Inc., for investment management and advisory services, for a period of three years, with two optional one-year extensions.

ATTACHMENT: Investment Management and Advisory Services ___ Draft Contract.pdf

4. AN ORDINANCE APPROVING FILE NO. PUD23-004, A PLANNED UNIT DEVELOPMENT FOR 21.58 ACRES OF LAND GENERALLY LOCATED SOUTH OF E STREET, NORTH OF HOLT BOULEVARD, WEST OF EUCLID AVENUE, EAST OF PALM AVENUE AND THE NORTHERN PORTION OF THE BLOCK BETWEEN FERN AND PALM AVENUES AND C AND D STREETS

That the City Council consider and adopt an Ordinance approving File No. PUD23-004, the Downtown West Planned Unit Development (PUD), to establish a set of planning and design principles, development regulations and performance standards to govern future development of 21.58 acres, generally located south of E Street, north of Holt Boulevard, west of Euclid Avenue, east of Palm Avenue and the northern portion of the block between Fern and Palm Avenues and C and D Streets, within the LUA-1 (Euclid Avenue Entertainment) of the MU-1 (Downtown Mixed Use) zoning district.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PUD23-004, A PLANNED UNIT DEVELOPMENT TO ESTABLISH PLANNING AND DESIGN PRINCIPLES, DEVELOPMENT REGULATIONS AND PERFORMANCE STANDARDS TO GOVERN FUTURE DEVELOPMENT OF 21.58 ACRES OF LAND, GENERALLY LOCATED SOUTH OF E STREET, NORTH OF HOLT BOULEVARD, WEST OF EUCLID AVENUE, EAST OF PALM AVENUE, AND THE NORTHERN PORTION OF THE BLOCK BETWEEN FERN AND PALM AVENUES AND C AND D STREETS, WITHIN THE LUA-1 (EUCLID AVENUE ENTERTAINMENT) OF THE MU-1 (DOWNTOWN MIXED USE) ZONING DISTRICT, AND MAKING FINDINGS IN SUPPORT THEREOF—APNS: 1048-566-08, 1048-566-09, 1048-566-10, 1048-566-02, 1048-566-01, 1048-566-03, 1048-566-04, 1048-566-06, 1048-566-07, 1048-561-07, 1048-561-08, 1048-561-09, 1048-561-10, 1048-561-12, 1048-561-13, 1048-562-01, 1048-562-02, 1048-565-01, 1048-565-04, 1048-565-05, 1048-565-06, 1048-566-06, 1048-566-07, 1048-354-04, 1048-354-05, 1048-354-06, 1048-354-07, 1048-354-08, 1048-353-13, 1048-353-14, 1048-354-01, 1048-354-02, 1048-354-03, 1048-565-14, 1048-566-05, 1048-566-11, 1048-561-11, 1048-562-03, 1048-562-06, 1048-562-07, 1048-563-01, 1048-563-02,

1048-563-03, 1048-563-04, 1048-563-05, 1048-576-01, 1048-576-02, 1048-563-07, 1048-563-08, 1048-564-07, 1048-564-11, 1048-564-12, 1048-564-13, 1048-564-14, 1048-565-02, 1048-565-03, 1048-563-06, 1048-563-07, 1048-563-08, 1048-563-09, 1048-563-10, 1048-565-07, 1048-565-08, 1048-565-09, 1048-565-10, 1048-565-11, 1048-565-12, 1048-565-13, 1048-563-11, 1048-564-01, 1048-564-02, 1048-564-03, 1048-564-04, 1048-564-05, 1048-564-06, 1048-564-08, 1048-564-09, 1048-564-10.

ATTACHMENT: File No. PUD23-004 CC 05^ORD^RM
ATTACHMENT: File No. PUD23-004^06 Final Draft.pdf

5. A RESOLUTION APPROVING FINAL PARCEL MAP NO. 20683, LOCATED NEAR THE SOUTHWEST CORNER OF SULTANA AVENUE AND D STREET

That the City Council adopt a Resolution approving Final Parcel Map No. 20683 located near the southwest corner of Sultana Avenue and D Street.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FINAL PARCEL MAP NO. 20683, LOCATED NEAR THE SOUTHWEST CORNER OF SULTANA AVENUE AND D STREET.

ATTACHMENT: 20240820 Parcel Map 20683^1_EXH A.pdf
ATTACHMENT: 20240820 Parcel Map 20683 2^RESO^RM

6. AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH THIRTIETH STREET ARCHITECTS, INC. FOR THE ADAPTIVE REUSE PROJECT AT 121-143 NORTH EUCLID AVENUE.

That the City Council authorize the City Manager or his designee to execute Amendment No. 6 to the Design Services Agreement with Thirtieth Street Architects, Inc., of Costa Mesa, California for the Adaptive Reuse Project at 121-143 North Euclid Avenue in the amount of $100,000 for a total not-to-exceed contract amount of $806,600; and to extend the contract termination date by one year to December 31, 2025.

ATTACHMENT: HSR Proposal_125 129-131 and 143 N. Euclid Ave..doc
ATTACHMENT: Amendment No 6_TSA Agr_02152021.pdf

7. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., TO PROVIDE ENVIRONMENTAL SERVICES FOR PHASE 2 OF THE ONTARIO ARENA ENTERTAINMENT DISTRICT PROJECT

That the City Council approve and authorize the City Manager or designee to execute Amendment No. 1 to a Professional Services Agreement with Kimley-Horn and Associates, Inc., of Riverside, California, to increase the project funding by $152,000 for a total authorized expenditure of $264,000, to provide environmental services for Phase 2 of the Ontario Arena Entertainment District Project.

ATTACHMENT: Amendment (non-construction contract)_KH Piemonte.docx
ATTACHMENT: Attachment A - Revised Exhibit A.pdf
ATTACHMENT: Attachment B - Revised Exhibit B.pdf.docx
ATTACHMENT: Attachment C - Revised Exhibit C.pdf.docx

8. A RESOLUTION AUTHORIZING THE SETTLEMENT AGREEMENT WITH KROGER CO.

That the City Council take the following actions:

A. Adopt a Resolution authorizing the City Manager to opt into a Settlement Agreement with opioid distributor, Kroger Co.;
B. Authorize the City Manager, or his designee, to execute any documents or agreements needed to implement the action; and
C. Ratify the previous actions taken by the City Manager in order to opt into the Kroger Settlement.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO ENTER INTO THE SETTLEMENT AGREEMENT WITH KROGER CO., AGREE TO THE TERMS OF THE STATE-SUBDIVISION AGREEMENT, AUTHORIZE ENTRY INTO THE STATE-SUBDIVISION AGREEMENT WITH THE ATTORNEY GENERAL, AND RATIFY PREVIOUS ACTIONS TAKEN BY THE CITY MANAGER WITH RESPECT TO THE KROGER SETTLEMENT.

ATTACHMENT: 20240820 Kroger Co 01^RESO^RM
ATTACHMENT: 20240820 2024 National Opioid Settlement Kroger^02^EXH A (State Allocation Agreement)
ATTACHMENT: 20240820 2024 National Opioid Settlement Kroger^03^EXH B (Participation Agreement)

9. CONSIDER A RESOLUTION APPROVING, PURSUANT TO THE CERTIFIED FINAL ONTARIO REGIONAL SPORTS COMPLEX ENVIRONMENTAL IMPACT REPORT (SCH NO. 2023110328) AND APPROVED MITIGATION MONITORING AND REPORTING PROGRAM, A STADIUM VENUE AGREEMENT BETWEEN THE CITY OF ONTARIO AND RANCHO BASEBALL, LLC AND MAKING CERTAIN CEQA FINDINGS IN CONNECTION THEREWITH

That the City Council take the following actions:

A. Consider and Adopt a Resolution Approving pursuant to the Certified Final Ontario Regional Sports Complex Environmental Impact Report (SCH No. 2023110328) and approved Mitigation Monitoring And Reporting Program, A Stadium Venue Agreement between the City And Rancho Baseball, LLC and Making Certain CEQA Findings In Connection Therewith; and
B. Authorize the City Manager, or his designee, to execute a Stadium Venue Agreement with Rancho Baseball, LLC on behalf of the City.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING PURSUANT TO THE CERTIFIED FINAL ONTARIO REGIONAL SPORTS COMPLEX ENVIRONMENTAL IMPACT REPORT (SCH NO. 2023110328) AND APPROVED MITIGATION MONITORING AND REPORTING PROGRAM, A STADIUM VENUE AGREEMENT BETWEEN THE CITY AND RANCHO BASEBALL, LLC AND MAKING CERTAIN CEQA FINDINGS IN CONNECTION THEREWITH.

ATTACHMENT: Stadium Venue Agreement 01^RESO^RM

ATTACHMENT: Stadium Venue Agreement

10. ACCEPTANCE OF GRANT FROM THE CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) FY24/25 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT

That City Council authorize the City Manager or his designee to execute all documents necessary to accept a 12-month grant in the amount of $705,000 from the California Office of Traffic Safety (OTS) for participation in the FY24/25 Selective Traffic Enforcement Program (STEP) Grant.

ATTACHMENT: OTS Award Email.pdf

11. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ROUTEWARE, INC. FOR RECURRING SUBSCRIPTION AND LICENSE COSTS FOR INTEGRATED WASTE COLLECTION ROUTING SOFTWARE

That the City Council authorize the City Manager or his designee to execute Amendment No. 2 to the Professional Services Agreement with Routeware, Inc., of Portland, Oregon, for recurring costs for subscriptions, licenses, and ongoing technical support for Integrated Waste Collection Routing Software, exercising the two (2) additional one-year terms and increasing the contract amount by $536,190 for a total contract amount not-to-exceed $1,657,182 over the five-year term.

ATTACHMENT: Routeware- Amendment No. 2.pdf

12. AMENDMENTS TO THE PROFESSIONAL SERVICES AGREEMENTS WITH GO2ZERO STRATEGIES, LLC AND GHD, INC. FOR ON-CALL SOLID WASTE CONSULTING SERVICES

That the City Council take the following actions:

A. Authorize the City Manager or his designee to execute Amendment No. 2 to the Professional Services Agreement with Go2Zero Strategies, LLC, of Irwindale, California, for on-call Solid Waste Consulting Services exercising the two (2) additional one-year extensions and increasing the contract amount by $100,000 per year for a total not-to-exceed contract amount of $500,000 over the five-year term; and
B. Authorize the City Manager or his designee to execute Amendment No. 1 to the Professional Services Agreement with GHD, Inc., of Irvine, California, for on-call Solid Waste Consulting Services exercising the two (2) additional one-year extensions and increasing the contract amount by $100,000 per year for a total not-to-exceed contract amount of $300,000 over the five-year term.

ATTACHMENT: GO2ZERO- Amendment No. 2.pdf
ATTACHMENT: GHD- Amendment No. 1.pdf

13. AN AMENDMENT TO THE GOODS AND SERVICES AGREEMENT WITH HELITENDER, INC. FOR SCHEDULED AND UNSCHEDULED REPAIRS, INSPECTION SERVICES, PARTS AND MAINTENANCE SERVICES

That the City Council authorize the City Manager, or his designee, to execute Amendment No. 2 to the Goods and Services Agreement with Helitender, Inc. of Pacoima, CA, for scheduled and

unscheduled repairs, inspection services, parts and maintenance services for Police Department helicopters in the amount of $150,000 for a total not-to-exceed contract amount of $800,000 and extend the agreement to June 30, 2027.

ATTACHMENT: Goods & Services Amendment No2_HELITENDER 2024_Rev.docx

14. AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH TRANSTECH, INC. FOR CONSTRUCTION MANAGEMENT FOR THE VINEYARD PARKING STRUCTURE AT THE ONTARIO SPORTS COMPLEX

That the City Council authorize the City Manager or his designee to execute Amendment No. 4 to the Professional Services Agreement with Transtech, Inc. (Transtech), of Chino, California, for on-call Construction Management Services for the Vineyard Parking Structure in the amount of $1,361,750 for a total not-to-exceed contract amount of $2,657,750.

ATTACHMENT: Transtech Engineers, Inc.- Amendment No. 4.pdf

15. DESIGNATION OF VOTING DELEGATES FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE GENERAL ASSEMBLY MEETING

That the City Council designate Mayor pro Tem Debra Porada as the City's voting delegate and Mayor Paul Leon as an alternate for the League of California Cities Annual Conference General Assembly scheduled for October 16 through October 18, 2024.

ATTACHMENT: 2024-Voting-Delegate-Information-Packet.pdf

16. PURCHASE OF WATER METERS AND REPAIR PARTS FROM HYDROPRO SOLUTIONS

That the City Council approve and authorize the sole source purchase of new water meters and repair parts for a total not-to-exceed amount of $2,900,000 from HydroPro Solutions of Ontario, California, and authorize the City Manager or designee to execute a Goods and Equipment Agreement.

ATTACHMENT: 202408020 AGR^02

17. AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH BAY ALARM COMPANY FOR THE ONTARIO POLICE DEPARTMENT FIRE ALARM NOTIFICATION SYSTEM AND A CONSTRUCTION CONTRACT WITH WAKECO, INC. FOR THE ONTARIO POLICE DEPARTMENT REAL TIME INFORMATION CENTER & TENANT IMPROVEMENT PROJECT

That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute Amendment No. 9 to the Maintenance Services Agreement with Bay Alarm Company, of Concord, California, for the Ontario Police Department (OPD) Fire Alarm Notification System installation in an amount of $422,629 and a 10% contingency of $42,262 for a total not-to-exceed contract amount of $1,487,163, and
B. Reject Optima RPM, Inc.'s protest against Wakeco, Inc. for D&C23-014 OPD Real Time Information Center (RTIC) and Tenant Improvement (TI) Project; and
C. Authorize the City Manager, or his designee, to execute Construction Contract No. D&C23-014 with Wakeco, Inc., of Temecula, California, for the OPD RTIC and TI Project in

the amount of $3,611,000 and authorize a 10% contingency of $361,100 for a new contract value of $3,972,100 to address any unforeseen issues that arise during construction.

ATTACHMENT: Bay Alarm Company- Amendment No. 9.pdf
ATTACHMENT: Wakeco, Inc.- Long Form Construction Contract.pdf

18. MAINTENANCE SERVICES AGREEMENTS WITH MERCHANTS LANDSCAPE SERVICES, INC. FOR WEED ABATEMENT SERVICES IN THE QUIET HOME AREA (PART 150) AND THE ONTARIO RANCH AREA

That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute a Maintenance Services Agreement for Contract No. PM 2425-17 Quiet Home Area (Part 150) for Weed Abatement services with Merchants Landscape Services, Inc., of Rancho Cucamonga, California, for a total contract amount not-to-exceed $681,348 for up to five (5) years; and
B. Authorize the City Manager, or his designee, to execute a Maintenance Services Agreement for Contract No. PM 2425-18 Ontario Ranch Weed Abatement Services with Merchants Landscape Services, Inc., of Rancho Cucamonga, California, for a total contract amount not-to-exceed $805,386 for up to five (5) years.

ATTACHMENT: Merchants Landscape Srvcs-Ontario Ranch Weed Abatement.pdf
ATTACHMENT: Merchants Landscape Srvcs-Quiet Home Weed Abatement.pdf

19. AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH ROBERT BORDERS AND ASSOCIATES FOR ON-CALL ARCHITECTURAL DESIGN SERVICES FOR THE JOHN GALVIN PARK SNACK BAR RENOVATION PROJECT

That the City Council authorize the City Manager, or his designee, to execute Amendment No. 21 to the on-call Design Services Agreement with Robert Borders and Associates, of Costa Mesa, California, to provide on-call architectural design services for the PF2307 John Galvin Park Snack Bar Renovation Project in the amount of $20,078 for a total not-to-exceed contract amount of $858,209 and extend the term to June 30, 2025.

ATTACHMENT: Robert Borders and Associates-Amendment No. 21.pdf

20. A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH SECC CORPORATION FOR ON-CALL CONDUIT AND CABLE INSTALLATION

That the City Council authorize Change Order No. 1 to Construction Contract No. BB-2022-002 with SECC Corporation of Chino, California, for on-call citywide fiber conduit installation services, in the amount of $277,403 for a revised total of $3,277,403; and authorize the City Manager, or his designee, to execute said contract and future amendments within the authorization limits.

ATTACHMENT: 20240820 SECC Corporation Change Order No. 1 AGMT^01.doc
ATTACHMENT: 20240820 SECC Corporation Change Order No. 1 EXHIBIT A^02.pdf
ATTACHMENT: 20240820 SECC Corporation Change Order No. 1 EXHIBIT B^02.pdf

ATTACHMENT: 20240820 SECC Corporation Change Order No. 1 EXHIBIT C^03.pdf

21. A FIRST AMENDMENT TO A REIMBURSEMENT AGREEMENT FOR PUBLIC IMPROVEMENTS BETWEEN THE CITY OF ONTARIO AND TIPPING DEVELOPMENT, INC.

That the City Council approve a First Amendment to a Reimbursement Agreement ("Agreement") between the City of Ontario ("City") and Tipping Development, Inc. ("Developer"), and authorize the City Manager, or his designee, to execute the Agreement and all other documents required for implementation of the Agreement.

ATTACHMENT: First Amendment Tipping Reimbursement Agmt Exhibit A^01.docx
ATTACHMENT: First Amendment Tipping Reimbursement Agmt^02.doc

22. PRE-AUTHORIZE THE PURCHASE OF ANIMAL CONTROL VEHICLES

That the City Council pre-authorize the cooperative purchase and delivery of six 2024 F-350 animal control trucks for West End Animal Services Agency from PB Loader Corporation, of Fresno, California, consistent with the terms and conditions of the PB Loader Sourcewell Cooperative Contract No. 080521-PBL in the amount of $797,172 plus a 20% contingency of $159,435 for a total amount not-to-exceed amount of $956,607.

ATTACHMENT: PB Loader Contract 080521.pdf

23. CONSIDER A RESOLUTION APPROVING, PURSUANT TO THE CERTIFIED FINAL ENVIRONMENTAL IMPACT REPORT AND ADDENDA FOR THE ONTARIO CENTER SPECIFIC PLAN (SCH NO. 89041009), THE FIRST AMENDMENT TO THE COMMUNITY EVENTS CENTER OPERATING AGREEMENT BETWEEN THE CITY AND SMG AMENDING TERMS FOR THE OPERATION AND MANAGEMENT OF EVENTS CENTER LOCATED AT 4000 EAST ONTARIO CENTER PARKWAY, ONTARIO, CA (APN: 0210-205-01)

That the City Council takes the following actions:

A. Consider and Adopt a Resolution Approving, Pursuant to the Certified Final Environmental Impact Report and Addenda for The Ontario Center Specific Plan (SCH No. 89041009), the First Amendment to the Community Events Center Operating Agreement between the City of Ontario and SMG; and
B. Authorize the City Manager, or his designee, to execute the First Amendment to the Community Events Center Operating Agreement between the City and SMG, on behalf of the City.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING, PURSUANT TO THE CERTIFIED FINAL ENVIRONMENTAL IMPACT REPORT AND ADDENDA FOR THE ONTARIO CENTER SPECIFIC PLAN (SCH NO. 89041009), THE FIRST AMENDMENT TO THE COMMUNITY EVENTS CENTER OPERATING AGREEMENT BETWEEN THE CITY AND SMG AMENDING TERMS FOR THE OPERATION AND MANAGEMENT OF EVENTS CENTER LOCATED AT 4000 EAST ONTARIO CENTER PARKWAY, ONTARIO, CA (APN: 0210-205-01).

ATTACHMENT: Resolution 1st Am to Operating Agmt^RESO^RM

ATTACHMENT: Ontario First Am to Community Events Center Operating Agreement SMG-c1 (003) - FINAL.docx

24. CONSIDER A RESOLUTION APPROVING A KIOSK LICENSE AGREEMENT BETWEEN THE CITY AND OTC LOT A OWNER GRANTING A LICENSE TO USE CERTAIN LOCATIONS WITHIN AN AREA IMMEDIATELY ADJACENT TO THE EVENTS CENTER TO, AMONG OTHER THINGS, CONSTRUCT AND OPERATE KIOSKS AND MAKING CERTAIN CEQA FINDINGS IN CONNECTION THEREWITH

That the City Council takes the following actions:

A. Consider and Adopt a Resolution Approving A Kiosk License Agreement Between The City And OTC Lot A Owner Granting A License To Use Certain Locations Within An Area Immediately Adjacent To The Events Center To, Among Other Things, Construct And Operate Kiosks And Making Certain CEQA Findings In Connection Therewith; and
B. Authorize the City Manager, or his designee, to execute the Kiosk License Agreement between the City and OTC Lot A Owner, on behalf of the City.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A KIOSK LICENSE AGREEMENT BETWEEN THE CITY AND OTC LOT A OWNER GRANTING A LICENSE TO USE CERTAIN LOCATIONS WITHIN AN AREA IMMEDIATELY ADJACENT TO THE EVENTS CENTER TO, AMONG OTHER THINGS, CONSTRUCT AND OPERATE KIOSKS AND MAKING CERTAIN CEQA FINDINGS IN CONNECTION THEREWITH.

ATTACHMENT: City Kiosk License Agreement (Lot A) final.pdf
ATTACHMENT: Resolution Kiosk License Agreement 01^RESO^RM.docx

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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25. A PUBLIC HEARING TO CONSIDER CERTIFICATION OF THE ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 2023020281), INCLUDING THE ADOPTION OF A MITIGATION MONITORING AND REPORTING PROGRAM AND A STATEMENT OF OVERRIDING CONSIDERATIONS, IN CONJUNCTION WITH A SPECIFIC PLAN (FILE NO. PSP22-001 - EUCLID MIXED USE SPECIFIC PLAN)

That the City Council take the following actions:

A. Consider and adopt a Resolution certifying the Environmental Impact Report (State Clearinghouse No. 2023020281) prepared for the Euclid Mixed Use Specific Plan, File No. PSP22-001, which includes a Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program; and
B. Introduce and waive further reading of an Ordinance approving the Euclid Mixed Use Specific Plan (File No. PSP22-001).

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, CERTIFYING THE PROJECT ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 2023020281) FOR THE EUCLID MIXED USE SPECIFIC PLAN (EMUSP) FOR FILE NO. PSP22-001 AND ADOPT ENVIRONMENTAL FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, INCLUDING A STATEMENT OF OVERRIDING CONSIDERATIONS, AND A MITIGATION MONITORING AND REPORTING PROGRAM.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PSP22-001, A SPECIFIC PLAN (EUCLID MIXED USE SPECIFIC PLAN) TO ESTABLISH THE LAND USE DISTRICTS, DEVELOPMENT STANDARDS, GUIDELINES, AND INFRASTRUCTURE IMPROVEMENTS FOR THE POTENTIAL DEVELOPMENT OF UP TO 1,386,776 SQUARE FEET OF BUSINESS PARK LAND USES, 290,110 SQUARE FEET OF OFFICE AND RETAIL LAND USES, AND 466 DWELLING UNITS ON THE 84-ACRE PROJECT SITE, AND MAKING FINDINGS IN SUPPORT THEREOF—APNS: 1053-071-01; 1053-071-02; 1053-071-03; 1053-071-04; 1053-211-01; 1053-211-02; 1053-211-05; 1053-281-01; 1053-281-02; 1053-281-03; 1053-281-04; 1053-281-07; 1053-281-08; 1053-081-01; 1053-081-02; 1053-081-03; 1053-081-04.

ATTACHMENT: File No. PSP22-001 01^EIR^RESO^RM
ATTACHMENT: File No. PSP22-001^02_DEIR.pdf
ATTACHMENT: File No. PSP22-001^04_Final EIR.pdf
ATTACHMENT: File No. PSP22-001^05_MMRP.pdf
ATTACHMENT: File No. PSP22-001 SP 06^ORD^RM
ATTACHMENT: File No. PSP22-001^07_SP Attch.pdf
ATTACHMENT: File No. PSP22-001^08_SP COA.pdf

26. A PUBLIC HEARING TO CONSIDER THE ADOPTION OF AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA23-004) BETWEEN THE CITY OF ONTARIO AND EUCLID LAND INVESTMENT, LLC

That the City Council introduce and waive further reading of an Ordinance approving a Development Agreement (File No. PDA23-004) between the City of Ontario and Euclid Land Investment, LLC, to establish the terms and conditions associated with Tentative Parcel Map 20714 (File No. PMTT23-005), a 60-acre property located east of Euclid Avenue, south of Schaefer Avenue, west of future Sultana Avenue and north of Edison Avenue within the Euclid Mixed Use Specific Plan.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PDA23-004, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND EUCLID LAND INVESTMENT, LLC, TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED

WITH TENTATIVE PARCEL MAP 20714, FILE NO. PMTT23-005, A 60 ACRE PROPERTY LOCATED EAST OF EUCLID AVENUE, SOUTH OF SCHAEFER AVENUE, WEST OF SULTANA AVENUE AND NORTH OF EDISON AVENUE WITHIN THE EUCLID MIXED USE SPECIFIC PLAN, FILE NO. PSP22-001; APNS: 1053-071-01, 1053-071-02, 1053-071-03, 1053-071-04, 1053-211-01, 1053-211-02, 1053-281-08, 1053-081-01, 1053-081-02, 1053-081-03 AND 1053-081-04.

ATTACHMENT: File_No._PDA23-004_Euclid Land Investment LLC^01^EXH A&B.pdf
ATTACHMENT: File No. PDA23-004 Euclid Land Investment LLC 02^ORD^RM
ATTACHMENT: File_No._PDA23-004_Euclid Land Investment LLC^03^DEV^AGR.docx

27. A PUBLIC HEARING TO CONSIDER AN EXTENSION FOR ORDINANCE NO. 3275, 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 consider and waive further reading of an extension to the Urgency Ordinance amending the reference document section of the City's Development Code.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, EXTENDING ORDINANCE NO. 3275, AN URGENCY ORDINANCE CONSISTING OF AN AMENDMENT TO THE ONTARIO MUNICIPAL CODE, FILE NO. PDCA24-001, AMENDING THE REFERENCE SECTION OF THE ONTARIO DEVELOPMENT CODE ESTABLISHING MULTIPLE-FAMILY RESIDENTIAL AND MIXED-USE RESIDENTIAL OBJECTIVE DEVELOPMENT AND DESIGN STANDARDS.

ATTACHMENT: 20240820 PDCA24-001 ODDS Urgency Ord Ext 02^ORD^RM
ATTACHMENT: 20240820 PDCA24-001 ODDS Urgency Ord Ext^03 Doc.pdf

28. A PUBLIC HEARING TO CONSIDER A RESOLUTION REGARDING THE FORMATION OF THE CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 52 (SUNDANCE PARK); ADOPTION OF A RESOLUTION DEEMING IT NECESSARY TO INCUR BONDED INDEBTEDNESS; AND INTRODUCTION OF AN ORDINANCE LEVYING SPECIAL TAXES

That the City Council consider and:

A. Adopt a Resolution of Formation of Community Facilities District No. 52 (Sundance Park), 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. 52 (Sundance Park);
C. Adopt a Resolution calling a special election for City of Ontario Community Facilities District No. 52 (Sundance Park);
D. Adopt a Resolution declaring the results of the special election and directing the recording of a Notice of Special Tax Lien;
E. Adopt a Resolution authorizing the execution and delivery of an amended and restated acquisition and funding agreement with Brookcal Ontario, LLC, a Delaware limited liability company; and
F. Introduce and waive further reading of an ordinance levying special taxes within City of Ontario Community Facilities District No. 52 (Sundance Park).

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, OF FORMATION OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 52 (SUNDANCE PARK), 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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, DEEMING IT NECESSARY FOR THE CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 52 (SUNDANCE PARK) 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. 52 (SUNDANCE PARK).

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 CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 52 (SUNDANCE PARK).

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

ATTACHMENT: CFD 52 Sundance Park Reso of Formation 01^RESO^RM
ATTACHMENT: CFD 52 Sundance Park^01A RMA EXH B.pdf
ATTACHMENT: CFD 52 Sundance Park Reso Deeming Necessity to Incur 02^RESO^RM
ATTACHMENT: CFD 52 Sundance Park^03 Concurrence of Election Official.docx
ATTACHMENT: CFD 52 Sundance Park Reso Calling Election 04^RESO^RM
ATTACHMENT: CFD 52 Sundance Park Reso Dclr Results of Election 05^RESO^RM
ATTACHMENT: CFD 52 Sundance Park Ordinance to Levy Special Tax 06^ORD^RM
ATTACHMENT: CFD 52 Sundance Park Reso Authorizing Amended Acquisition Agreement 07^RESO^RM

29. AN APPEAL OF THE PLANNING COMMISSION'S DECISION TO DENY A CONDITIONAL USE PERMIT TO ESTABLISH A 10,314 SQUARE-FOOT ADULT DAY CARE FACILITY AT 910 NORTH MOUNTAIN AVENUE

That the City Council conduct a public hearing on the Appeal and, after receiving all public testimony, uphold the Planning Commission's decision to deny Conditional Use Permit File No. PCUP23-018, to establish a 10,314 square-foot adult day care facility located at 910 North Mountain Avenue.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, UPHOLDING THE DENIAL OF A CONDITIONAL USE PERMIT FOR AN ADULT DAY CARE FACILITY LOCATED AT 910 NORTH MOUNTAIN AVENUE WITHIN THE CN (NEIGHBORHOOD COMMERCIAL) ZONING

DISTRICT; AND FINDING THE ACTION TO BE EXEMPT FROM CEQA—APN: 1010-141-03.

ATTACHMENT: File No. PCUP23-018 PC Appeal^02 PC APPEAL APPLICATION
ATTACHMENT: File No. PCUP23-018 PC Appeal 02^RESO^RM

STAFF MATTERS

City Manager Ochoa

COUNCIL MATTERS

- **Public Art Program Advisory Commission Appointment**

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

ADJOURNMENT

CITY OF ONTARIO
CLOSED SESSION REPORT
City Council // Housing Authority // Other // *(GC 54957.1)*
August 20, 2024

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

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

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

- GC 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS
  Property: APN: 0210-211-33; 700 North Haven Avenue; City/Authority negotiator: Scott Ochoa or his designee; Negotiating parties: Starbridge Investment LLC; Under negotiation: Price and terms of payment.

No Reportable Action	Continue	Approved
/ /	/ /	/ /

Disposition: _____

Reported by:

_____
City Attorney / City Manager / Executive Director

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

JOINT MEETINGS

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

OPEN MEETING CALLED TO ORDER

Mayor Leon called the joint meetings to order at 6:33 p.m.

ROLL CALL

PRESENT:	Mayor/Chairman:	Paul S. Leon
	Mayor pro Tem/Vice Chair:	Debra Porada
	Council/Authority Members:	Alan D. Wapner, Jim W. Bowman and Ruben Valencia
ABSENT:	Council/Authority Members:	None

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 Wapner.

INVOCATION

The invocation was led by Pastor Kennedy, Mt. Zion Church of Ontario.

SPECIAL CEREMONIES

PROCLAMATION OF JULY 2024 AS PARKS AND RECREATION MONTH

The City Council proclaimed the month of July 2024 as Parks and Recreation Month in the City of Ontario.

Mayor Leon reorganized the meeting to the benefit of the public by moving Public Hearing Item Nos. 27 and 28 to be considered prior to Agenda Review/Announcements.

PUBLIC HEARING

27. A PUBLIC HEARING TO CONSIDER A RESOLUTION FOR THE CANCELLATION OF WILLIAMSON ACT CONTRACT NO. 72-384

The City Council considered and adopted a Resolution approving the Tentative Cancellation of Land Conservation Contract No. 72-384, File No. PWIL23-001.

RESOLUTION NO. 2024-131 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PWIL23-001, A TENTATIVE CANCELLATION OF LAND CONSERVATION CONTRACT NUMBER 72-384 FOR 23.2 ACRES OF LAND GENERALLY LOCATED ON THE WEST SIDE OF ARCHIBALD AVENUE, APPROXIMATELY 893 FEET SOUTH OF RIVERSIDE DRIVE, AT 13150 SOUTH ARCHIBALD AVENUE, WITHIN NEIGHBORHOODS 2A, 2B AND 2C OF THE COUNTRYSIDE SPECIFIC PLAN AND MAKING FINDINGS IN SUPPORT THEREOF; APNS: 0218-111-60 AND 0218-111-61.

Notice of public hearing was duly given and affidavits of compliance are on file in the Records Management Department. There was one written communication from Marven E. Norman in opposition.

Mayor Leon opened the public hearing and inquired whether persons were present who wished to speak to the item. Hearing no one, Mayor Leon closed the public hearing and entertained council discussion.

MOTION: Moved by Council Member Bowman, seconded by Council Member Wapner and carried by a unanimous vote 5-0, to adopt Resolution No. 2024-131.

28. A PUBLIC HEARING TO CONSIDER CERTIFICATION OF THE ONTARIO REGIONAL SPORTS COMPLEX FINAL ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 2023110328) AND THE ASSOCIATED GENERAL PLAN AMENDMENT PGPA23-002 AND ZONE CHANGE PZC23-004.

The City Council took the following actions:

A. Considered and adopted a Resolution certifying the Ontario Regional Sports Complex (ORSC) Environmental Impact Report (State Clearinghouse No. 2023110328) including a Mitigation Monitoring and Reporting Program and Statement of Overriding Considerations; and
B. Considered and adopted a Resolution approving the General Plan Amendment (File No. PGPA23-002); and
C. Introduced and waived further reading of an Ordinance approving the Zone Change (File No. PZC23-004).

RESOLUTION NO. 2024-132 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, CERTIFYING THE ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 2023110328) FOR THE ONTARIO REGIONAL SPORTS COMPLEX (ORSC) FOR FILE NOS. PGPA23-002 AND PZC23-004 AND ADOPT ENVIRONMENTAL FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, INCLUDING A STATEMENT OF OVERRIDING CONSIDERATIONS, AND A MITIGATION MONITORING AND REPORTING PROGRAM.

RESOLUTION NO. 2024-133 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PGPA23-002, AN AMENDMENT TO THE POLICY PLAN (GENERAL PLAN) COMPONENT OF THE ONTARIO PLAN TO MODIFY THE LAND USE PLAN (EXHIBIT LU-01) AND EXHIBIT LU-03 (FUTURE BUILDOUT) CHANGING THE LAND USE DESIGNATIONS; [1] 134.42 ACRES OF LOW-DENSITY RESIDENTIAL (LDR) AND MEDIUM-DENSITY RESIDENTIAL (MDR) TO OPEN SPACE-RECREATION (OS-R) LOCATED SOUTH OF RIVERSIDE DRIVE, NORTH OF CHINO AVENUE, EAST OF THE UNIMPROVED RIGHT-OF-WAY FOR VINEYARD AVENUE AND WEST OF THE UNIMPROVED RIGHT-OF-WAY FOR WHISPERING LAKES LANE; [2] 51.57 ACRES OF LOW-DENSITY RESIDENTIAL (LDR) TO HOSPITALITY (HOS) GENERALLY LOCATED SOUTH OF RIVERSIDE DRIVE, NORTH OF CHINO AVENUE, EAST OF UNIMPROVED RIGHT-OF-WAY FOR WHISPERING LAKES LANE, AND WEST OF THE CUCAMONGA CREEK FLOOD CONTROL CHANNEL; [3] 94 ACRES OF LOW-DENSITY RESIDENTIAL (LDR) TO MEDIUM-DENSITY RESIDENTIAL (MDR) GENERALLY LOCATED SOUTH OF CHINO AVENUE, NORTH OF ONTARIO RANCH ROAD, AND EAST AND WEST OF VINEYARD AVENUE; [4] REMOVE THE AFFORDABLE HOUSING (AH) OVERLAY ON 36.18 ACRES OF LAND LOCATED SOUTH OF RIVERSIDE DRIVE, NORTH OF CHINO AVENUE, AND EAST OF THE UNIMPROVED RIGHT-OF-WAY FOR VINEYARD AVENUE; AND [5] ADD THE AFFORDABLE HOUSING (AH) OVERLAY ZONING DISTRICT ON 19.25 ACRES OF LAND GENERALLY LOCATED NORTH OF ONTARIO RANCH ROAD, SOUTH OF SCHAEFER AVENUE, AND EAST OF THE UNIMPROVED RIGHT-OF-WAY FOR VINEYARD AVENUE AND MAKING FINDINGS IN SUPPORT THEREOF—APN(S): 216-214-05, 216-214-06, 216-214-07, 216-314-07, 216-314-08, 218-101-01, 218-101-02, 218-101-03, 218-101-04, 218-101-05, 218-101-06, 218-101-07, 218-101-08, 218-102-10, 218-102-11, 218-111-04, 218-111-05, 218-111-06, 218-111-08, 218-111-09, 218-111-11, 218-111-12, 218-111-45, 218-111-49, 218-111-50, 218-121-01, 218-121-02, 218-121-03, 218-121-04, 218-181-02, 218-181-15.

ORDINANCE NO. 3281 (FIRST READING) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PZC23-004, A ZONE CHANGE REQUEST TO CHANGE THE ZONING DISTRICT FOR [1] 134.42 ACRES FROM THE ARMSTRONG RANCH SPECIFIC PLAN TO

OS-R (OPEN SPACE RECREATION) ZONING DISTRICT LOCATED SOUTH OF RIVERSIDE DRIVE, NORTH OF CHINO AVENUE, WEST OF UNIMPROVED RIGHT-OF-WAY FOR WHISPERING LAKES LANE, AND EAST OF THE INIMPROVED RIGHT-OF-WAY FOR VINEYARD AVENUE; [2] 51.57 ACRES FROM THE ARMSTRONG RANCH SPECIFIC PLAN TO CCS (CONVENTION CENTER SUPPORT COMMERCIAL) ZONING DISTRICT GENERALLY LOCATED SOUTH OF RIVERSIDE DRIVE, NORTH OF CHINO AVENUE, EAST OF THE UNIMPROVED RIGHT-OF-WAY FOR WHISPERING LAKES LANE, AND WEST OF THE CUCAMONGA CREEK FLOOD CONTROL CHANNEL; [3] REMOVE THE AH (AFFORDABLE HOUSING OVERLAY ZONING DISTRICT ON 36.18 ACRES OF LAND LOCATED SOUTH OF RIVERSIDE DRIVE, NORTH OF CHINO AVENUE, EAST OF THE UNIMPROVED RIGHT-OF-WAY FOR WHISPERING LAKES LANE, AND WEST OF THE UNIMPROVED RIGHT-OF-WAY FOR VINEYARD AVENUE, AND [4] ADD THE AH (AFFORDABLE HOUSING) OVERLAY ZONING DISTRICT ON 19.25 ACRES OF LAND WITHIN THE SP (SPECIFIC PLAN)/AG (AGRICULTURAL) OVERLAY LOCATED NORTH OF ONTARIO RANCH ROAD, SOUTH OF SCHAEFER AVENUE, EAST OF THE UNIMPROVED RIGHT-OF-WAY FOR VINEYARD AVENUE, AND WEST OF THE RIGHT-OF-WAY FOR HELLMAN AVENUE. (APNS: 218-101-01, 218-101-02, 218-101-03, 218-101-04, 218-101-05, 218-101-06, 218-101-07, 218-101-08, 218-102-10, 218-102-11, 218-111-04, 218-111-05, 218-111-06, 218-111-08, 218-111-09, 218-111-11, 218-111-12, 218-111-45, 218-111-49, 218-111-50, 218-181-02, AND 218-181-15.

Notice of public hearing was duly given and affidavits of compliance are on file in the Records Management Department. There were two written communications in opposition from Victoria Yundt and Michael W. Shonafelt.

Mayor Leon opened the public hearing, asked Executive Director of Community Development, Scott Murphy to provide a presentation and inquired whether persons were present who wished to speak to the item.

Katie Hinks, spike in support.
Kimberly Espina, spoke in support.
Heather Ford, spoke in support.
Ebonee Marias, spoke in support.
Justin Balancio, spoke in support.
Brice Devey, spoke in support.
Alden Marshall, spoke in opposition.
Goeff Trapani, spoke in support.
Wayne McDonald, spoke in opposition.
Raymond Jackson, spoke in opposition.
Zachary Strasters, spoke in opposition.
Jerry Davalos, spoke in support and asked that developers use union workers for the project.
Carl Segura, spoke in opposition.

Chris Gonzalez, spoke in favor and asked that developers use union workers for the project.
David Hanson, spoke in opposition.
Brian Fish, spoke in opposition.
Chase Preciano, spoke in opposition.

Hearing no one else, Mayor Leon closed the public hearing and entertained council discussion. City Council discussed their support of the item to maintain a balanced community.

MOTION: Moved by Mayor pro Tem Porada, seconded by Council Member Wapner and carried by a unanimous vote 5-0, adopt Resolution Nos. 2024-132 and 2024-133 and introduce Ordinance No. 3281.

Mayor Leon recessed the meetings at 7:30 p.m. and reconvened at 7:42 p.m.

AGENDA REVIEW/ANNOUNCEMENTS

City Manager Ochoa announced updated materials of the Exhibits to the Resolution being considered under agenda Item No. 11. The update reflected any payments received from property owners up to 1:00pm on Monday, July 15, 2024. The updated materials reflect a revised and reduced amount for assessments totaling $572,192.25 related to 530 parcels, which means that $102,953.38 for 226 parcels was collected or postponed since the public agenda was prepared. The updated materials provided were incorporated into the public record.

CONSENT CALENDAR

MOTION: Moved by Council Member Bowman, seconded by Mayor pro Tem Porada and carried by a unanimous vote 5-0, to approve the Consent Calendar as amended.

1. APPROVAL OF MINUTES

Minutes for the regular meetings of the City Council and Housing Authority of June 17, 2024 and approving same as on file in the Records Management Department.

2. BILLS & PAYROLL

Approved bills June 21, 2024 through June 27, 2024, in the amount of $62,734,335.94, and Payroll June 2, 2024 through June 15, 2024 in the amount of $5,225,071.54.

3. RESOLUTIONS ESTABLISHING THE ANNUAL SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICTS IN OLD MODEL COLONY AND ONTARIO RANCH FOR FISCAL YEAR 2024-25

The City Council adopted Resolutions establishing the annual special taxes within City of Ontario Community Facilities Districts in Old Model Colony and Ontario Ranch for Fiscal Year 2024-25.

RESOLUTION NO. 2024-078 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 9 (EDENGLEN), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-079 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 10 (ONTARIO AIRPORT TOWERS), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-080 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 13 (CALIFORNIA COMMERCE CENTER - PHASE IV), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-081 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 19 (COUNTRYSIDE PHASE 1 - SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-082 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 20 (WAL-MART), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-083 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 21 (PARKSIDE), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-084 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 23 (PARK PLACE SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-085 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 24 (PARK PLACE FACILITIES PHASE 1), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-086 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 25 (PARK PLACE FACILITIES PHASE II), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-087 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 26 (PARK PLACE FACILITIES PHASE III), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-088 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 27 (NEW HAVEN SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-089 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 28 (NEW HAVEN FACILITIES - AREA A), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-090 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 30 (NEW HAVEN FACILITIES - AREA B), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-091 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 31 (CARRIAGE HOUSE/AMBERLY LANE), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-092 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT

NO. 32 (ARCHIBALD/SCHAEFER - SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-093 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 33 (ARCHIBALD/SCHAEFER FACILITIES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2024-25.

RESOLUTION NO.2024-094 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 34 (COUNTRYSIDE PHASE 1 NORTH - FACILITIES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-095 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 35 (COUNTRYSIDE PHASE 2 SOUTH - FACILITIES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-096 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 37 (PARK & TURNER NE SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-097 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 38 (PARK & TURNER NE FACILITIES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-098 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 39 (NEW HAVEN FACILITIES - AREA C), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-099 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 40 (EMERALD PARK FACILITIES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-100 A RESOLUTION OF THE CITY COUNCIL OF THE

CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 41 (CANVAS PARK FACILITIES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-101 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 42 (WEST HAVEN FACILITIES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-102 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 43 (PARK PLACE FACILITIES PHASE IV), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-103 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 44 (ESPERANZA SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-104 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 45 (NORTHPARK AND COUNTRYSIDE), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-105 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 46 (AVENUE 176 FACILITIES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-106 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 47 (COLONY COMMERCE CENTER WEST I SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-107 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 48 (TEVELDE SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-108 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 49 (AVENUE 176 SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-109 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 50 (WEST ONTARIO LOGISTICS CENTER SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-110 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 51 (ONTARIO RANCH LOGISTICS CENTER SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-111 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 53 (TEVELDE FACILITIES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-112 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 54 (ESPERANZA FACILITIES), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-113 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 55 (PARKLANE), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-114 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 56 (PARKSIDE/LA AVENIDA), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-115 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT

NO. 57 (NEUHOUSE), ESTABLISHING THE ANNUAL SPECIAL TAXES FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-116 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 58 (COLONY COMMERCE CENTER EAST SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-117 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 59 (GATEWAY SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-118 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 60 (ONTARIO RANCH BUSINESS PARK SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-119 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 61 (MERRILL COMMERCE CENTER SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-120 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 62 (ONTARIO COMMERCE CENTER), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-121 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 64 (SUNSET RANCH), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-122 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 65 (FALLONCREST), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-123 A RESOLUTION OF THE CITY COUNCIL OF THE

CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 66 (OLIVE AND OLEANDER FACILITIES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-124 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 68 (RICH HAVEN HAVEN INDUSTRIAL SERVICES), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2024-25

RESOLUTION NO. 2024-125 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 71 (NEUHOUSE PHASE 2), ESTABLISHING THE ANNUAL SPECIAL TAX FOR FISCAL YEAR 2024-25.

4. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, LEVYING SPECIAL TAXES WITHIN CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 71 (NEUHOUSE PHASE 2)

The City Council considered and adopted an Ordinance authorizing the levy of special taxes within City of Ontario Community Facilities District No. 71 (Neuhouse Phase 2). First reading and introduction took place at a regular meeting on July 2, 2024.

ORDINANCE NO. 3280 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, LEVYING A SPECIAL TAX WITHIN THE CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 71 (NEUHOUSE PHASE 2).

5. A CONSTRUCTION CONTRACT WITH ONYX PAVING COMPANY, INC. FOR THE 2024 STREET MAINTENANCE SLURRY SEAL, CAPE SEAL & CDBG PAVEMENT MANAGEMENT REHABILITATION PROJECT

The City Council awarded a Construction Contract with Onyx Paving Company, Inc. of Anaheim, California, for the 2024 Street Maintenance Slurry Seal, Cape Seal & CDBG Pavement Rehabilitation Project in the contract amount of $2,112,000 plus a ten percent (10%) contingency of $211,200, for a total of $2,323,200; and authorized the City Manager, or his designee, to execute said contract and all related documents, and file a notice of completion at the conclusion of all construction activities.

6. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADDING ARTICLE 22 (VALET PARKING) TO CHAPTER 6 (TRAFFIC) OF TITLE 4 (PUBLIC SAFETY) OF THE ONTARIO MUNICIPAL CODE, ESTABLISHING REGULATIONS RELATING TO VALET PARKING

The City Council considered and adopted an Ordinance adding Article 22 (Valet Parking) to Chapter 6 (Tra□c) of Title 4 (Public Safety) and amending Section 4-6.1202 of the Ontario Municipal Code, establishing regulations relating to valet parking. First reading and introduction took place at a regular meeting on June 4, 2024.

ORDINANCE NO. 3276 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ADDING ARTICLE 22 (VALET PARKING) TO CHAPTER 6 (TRAFFIC) OF TITLE 4 (PUBLIC SAFETY) AND AMENDING SECTION 4-6.1202 OF THE ONTARIO MUNICIPAL CODE, ESTABLISHING REGULATIONS RELATING TO VALET PARKING.

7. A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL PARCEL MAP NO. 20582 GENERALLY LOCATED AT THE NORTHEAST CORNER OF BON VIEW AVENUE AND CALIFORNIA STREET

The City Council adopted a Resolution approving an Improvement Agreement, Improvement Security and Final Parcel Map No. 20582, generally located at the northeast corner of Bon View Avenue and California Street.

RESOLUTION NO. 2024-126 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN IMPROVEMENT AGREEMENT, IMPROVEMENT SECURITY AND FINAL PARCEL MAP NO. 20582 GENERALLY LOCATED AT THE NORTHEAST CORNER OF BON VIEW AVENUE AND CALIFORNIA STREET.

8. AMENDMENT NOS. 3 AND 4 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ARDURRA FOR ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

The City Council approved Amendment Nos. 3 and 4 to the Professional Services Agreement with Ardurra Group, Inc., of El Segundo, California, to provide on-call Construction Management and Inspection Services in the amount of $800,000 (Amendment No. 3) and $827,472 plus a ten percent (10%) contingency of $82,748 (Amendment No. 4), for a revised total not-to-exceed authorization amount of $4,102,549; and extended the term of agreement one year.

9. A RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT AND IMPROVEMENT SECURITY FOR DEVELOPMENT PLAN NO. PDEV21-047 LOCATED AT THE NORTHEAST CORNER OF HAVEN AVENUE AND JURUPA STREET

The City Council adopted a Resolution approving an Improvement Agreement and Improvement Security for Project No. PDEV21-047, located at the northeast corner of Haven Avenue and Jurupa Street, within the California Commerce Center Specific Plan area.

RESOLUTION NO. 2024-127 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING AN IMPROVEMENT AGREEMENT AND IMPROVEMENT SECURITY FOR PROJECT NO. PDEV21-047 LOCATED AT THE NORTHEAST CORNER OF HAVEN AVENUE AND JURUPA STREET.

10. AN AGREEMENT WITH N. HARRIS COMPUTER CORPORATION FOR CITYVIEW SOFTWARE LICENSES, SUPPORT AND CONTRACTUAL SERVICES

The City Council approved and authorized the City Manager (or his designee) to negotiate and execute a Software License and Support Agreement in the amount of $275,310 with N. Harris Computer Corporation to provide software licenses and maintenance for the CityView code enforcement software system for a three-year term; and negotiate and execute a Software Contractual Services Agreement with N. Harris Computer Corporation in the amount of $56,745 to upgrade the CityView code enforcement software system.

11. A RESOLUTION FOR PLACEMENT OF SPECIAL ASSESSMENTS 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. 2024-128 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.

12. A RENEWAL WITH SUITEBRIAR FOR THE ASANA SOFTWARE ENTERPRISE MODULE

The City Council approved and authorized the City Manager, or his designee, to execute the renewal with Suitebriar, of Herndon, Virginia, for the use of the Asana Enterprise module in the amount of $285,090 for a two-year term plus a 10% contingency of $14,255 per year, for a total not-to-exceed amount of $313,600.

13. A PROFESSIONAL SERVICES AGREEMENT FOR CONSULTING, TRAINING, AND LEGAL SERVICES

The City Council authorized the City Manager, or his designee, to execute a Professional Services Agreement with Atkinson, Andelson, Loya, Ruud, and Romo (AALRR) of Cerritos, California, for as-needed professional consulting, training, and legal services for a total not-to-exceed amount of $300,000.

14. A CONSTRUCTION CONTRACT WITH CT&T CONCRETE PAVING, INC. FOR AMERICANS WITH DISABILITIES ACT (ADA) CONCRETE RAMP CONSTRUCTION SERVICES

The City Council authorized the City Manager, or his designee, to execute a one-year Construction Contract with CT&T Concrete Paving, Inc., of Diamond Bar, California, for ADA Concrete Ramp Construction Services for a total not-to-exceed contract amount of $175,000.

15. DESIGN SERVICES AGREEMENTS FOR ON-CALL RETAIL ARCHITECTURAL DESIGN SERVICES

The City Council took the following action:

A. Authorized the City Manager, or his designee, to execute the following three-year Design Services Agreements for on-call Retail Architectural Services for a total compensation amount of $1,050,000 over three (3) years and extend the agreements for up to two (2) additional one-year periods:
   1. Architecture Plus, Inc., of La Canada, California, for a total contract amount not-to-exceed $150,000;
   2. DLR Group, of Riverside, California, for a total contract amount not-to-exceed $150,000;
   3. KWWA Architecture, of El Monte, California, for a total contract amount not-to-exceed $150,000, and M. Arthur Genster Jr. & Associates, Inc., of Los Angeles, California, for a total contract amount not-to-exceed $150,000,
   4. Miller Architectural Corporation, of Riverside, California, for a total contract amount not-to-exceed $150,000;
   5. RDC-S111, Inc., of Long Beach, California, for a total contract amount not-to-exceed $150,000; and
   6. Westgroup Designs, of Irvine, California, for a total contract amount not-to-exceed $150,000.

16. AN AMENDMENT TO THE GOODS AND SERVICES AGREEMENT WITH HELITENDER, INC. FOR SCHEDULED AND UNSCHEDULED REPAIRS, INSPECTION SERVICES, PARTS AND MAINTENANCE SERVICES

The City Council authorized the City Manager, or his designee, to execute Amendment No. 2 to the Goods and Services Agreement with Helitender, Inc. of Pacoima, CA for scheduled and unscheduled repairs, inspection services, parts and maintenance services in the amount of $150,000 for a total not-to-exceed contract amount of $300,000 and extend the agreement to June 30, 2027.

17. A CONSTRUCTION CONTRACT WITH K.C. RESTORATION CO., INC. FOR THE ONTARIO MUSEUM OF HISTORY & ARTS EXTERIOR DOORS RESTORATION PROJECT

The City Council took the following actions:

A. Authorized the City Manager, or his designee, to execute Construction Contract D&C23-013 Museum Exterior Doors with K.C. Restoration Co., Inc., of Gardena, California, for the Ontario Museum of History & Arts Exterior Doors Restoration Project for a total contract amount of $488,488;
B. Authorized a 20% contingency of $97,697, for a total contract amount not-to-exceed $586,185; 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 agreements, assessments, easements, reduction of retention accounts, contracts amendments within the authorization limits, and filing a notice of completion at the conclusion of all construction related activities.

18. AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH HMC ARCHITECTS FOR ON-CALL ARCHITECTURAL, SPACE PLANNING, AND ENGINEERING SERVICES AND AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH TILDEN-COIL CONSTRUCTORS, INC. FOR CONSTRUCTION MANAGEMENT MULTI-PRIME SERVICES FOR THE MUNICIPAL SERVICES CENTER RELOCATION PROJECT

The City Council took the following actions:

A. Authorized the City Manager, or his designee, to execute Amendment No. 4 to the Design Services Agreement with HMC Architects, of Ontario, California, to provide on-call Landscape Architectural Services for the Municipal Services Center Relocation Project in the amount of $3,666,359 for a total not-to-exceed contract amount of $8,095,330 and extend the contract term to October 27, 2027, and

B. Authorized the City Manager, or his designee, to execute Amendment No. 4 to the Professional Services Agreement with Tilden-Coil Constructors, Inc., of Riverside, California, for Construction Management Multi-Prime Services for the Municipal Services Center Relocation Project in the amount of $1,857,530 for a total not-to-exceed contract amount of $31,901,477; 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.

19. A MEMORANDUM OF AGREEMENT WITH THE SAN BERNARDINO COUNTY FIRE DEPARTMENT TO PARTICIPATE ON REGIONAL TASK FORCE 6

The City Council authorized the City Manager, or his designee, to execute a Memorandum of Agreement between the City of Ontario and the County of San Bernardino allowing Ontario Fire Department personnel to participate on California Regional Task Force 6 (CA-RTF-06).

20. A GOODS AND SERVICES AGREEMENT WITH G/M BUSINESS INTERIOR FOR THE PURCHASE OF OFFICE FURNITURE

The City Council approved and authorized the City Manager, or his designee, to execute a Goods and Services Agreement with G/M Business Interior, of Riverside, California, for the purchase of office furniture with a not-to-exceed amount of $660,507.

21. A RESOLUTION ESTABLISHING PARKING RESTRICTIONS FOR STREET SWEEPING PURPOSES CITYWIDE AND A MAINTENANCE SERVICES AGREEMENT WITH SUPERIOR PAVEMENT MARKINGS FOR FABRICATION AND INSTALLATION OF CITYWIDE STREET SWEEPING SIGNAGE SERVICES

The City Council took the following actions:

A. Adopted a Resolution establishing parking restrictions Citywide for street sweeping purposes; and
B. Authorized the City Manager, or his designee, to execute a one-year Maintenance Services Agreement with Superior Pavement Markings, of Cypress, California, for Fabrication and Installation of Citywide Street Sweeping Signage Services, for a total contract amount not-to-exceed $1,869,821.

RESOLUTION NO. 2024-129 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, ESTABLISHING PARKING RESTRICTIONS FOR STREET SWEEPING PURPOSES CITYWIDE.

22. AN AMENDMENT TO THE ON-CALL DESIGN SERVICES AGREEMENT WITH ARDURRA GROUP, INC. FOR THE SPORTS COMPLEX OFFSITE DESIGN

The City Council took the following actions:

A. Authorized the City Manager, or his designee, to execute Amendment No. 1 to the on-call Design Services Agreement with Ardurra Group, Inc., of Newport Beach, California, for the Sports Complex O□site Design in the amount of $1,784,432 for a total not-to-exceed contract amount of $2,384,432; and
B. 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.

23. A RESOLUTION APPROVING THE FILING OF APPLICATIONS FOR THE STATE REVOLVING FUNDS FOR VARIOUS CIP PROJECTS FROM THE STATE OF CALIFORNIA WATER RESOURCES CONTROL BOARD

The City Council adopted a Resolution approving the filing of applications for the State Revolving Funds (SRF) from the State of California Water Resources Control Board (SWRCB) for various Water Capital Improvement Projects, and authorize the City Manager, or designee, to execute any documents including; applications, agreements, and request for reimbursements to carry out necessary project related activities and implement the program.

RESOLUTION NO. 2024-130 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE FILING OF APPLICATIONS FOR THE STATE REVOLVING FUNDS FOR VARIOUS CIP PROJECTS FROM THE STATE OF CALIFORNIA WATER RESOURCES CONTROL BOARD.

24. ACCEPTANCE OF GRANT AWARD INCREASE FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY AND THE CALIFORNIA OFFICE OF EMERGENCY SERVICES PROVIDED THROUGH THE FY 2020 URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM AND AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH AMERICAN THREAT ASSESSMENT CONSULTING INC. (A.T.A.C.)

The City Council authorized the City Manager, or his designee, to execute all documents necessary to accept additional funding for a sub-grant award in the amount of $128,810 from the U.S. Department of Homeland Security and the California O□ce of Emergency Services provided through the FY 2020 Urban Area Security Initiative (UASI) Grant Program and execute Amendment No. 8 to the Professional Services Agreement with American Threat Assessment Consulting Inc. (A.T.A.C.) of Rancho Cucamonga, California, extending the term of the agreement

to complete the Facial Recognition Project to July 31st, 2025 and increasing the current funding threshold for a not-to-exceed contract total of $1,777,915.

25. ACCEPTANCE FOR GRANT FROM CALIFORNIA HIGHWAY PATROL FOR THE CANNABIS TAX FUND GRANT PROGRAM FISCAL YEAR 2024-25 FOR THE AMOUNT OF $99,200

The City Council authorized the City Manager, or his designee, to execute all documents necessary to accept the 12-month grant in the amount of $99,200.

26. A GOODS AND SERVICES AGREEMENT WITH CONSOLIDATED ELECTRICAL DISTRIBUTORS FOR THE PURCHASE OF ELECTRICAL AND LIGHTING SUPPLIES

The City Council authorized the City Manager, or his designee, to execute a Goods and Services Agreement with Consolidated Electrical Distributors, of Ontario, California, for a total contract amount not-to-exceed $593,585 for up to five years.

PUBLIC HEARINGS

29. ANNUAL LEVY OF ASSESSMENTS WITHIN ONTARIO PARKWAY MAINTENANCE ASSESSMENT DISTRICT NOS. 1, 2, 3 AND 4 FOR FISCAL YEAR 2024-25

The City Council conducted a combined public hearing for the districts and take the following actions pertaining to the levy of assessments within Ontario Parkway Maintenance Assessment Districts (OPMAD) Nos. 1, 2, 3 and 4 and:

A. Adopted a Resolution approving the Engineer's Reports relating to the levy of assessments for each district;
B. Adopted a Resolution confirming the diagrams and assessments and providing for the assessment levy within Ontario Parkway Maintenance Assessment Districts Nos. 1, 2, & 3; and
C. Adopted a Resolution confirming the diagram and assessment and providing for the assessment levy within Ontario Parkway Maintenance Assessment District No. 4.

RESOLUTION NO. 2024-134 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE ENGINEER'S REPORTS FOR THE ANNUAL LEVY OF ASSESSMENTS WITHIN ONTARIO PARKWAY MAINTENANCE ASSESSMENT DISTRICTS NO. 1, 2, 3 AND 4 FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-135 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, CONFIRMING THE DIAGRAMS AND ASSESSMENTS, AND PROVIDING FOR THE ANNUAL ASSESSMENT LEVY

WITHIN ONTARIO PARKWAY MAINTENANCE ASSESSMENT DISTRICTS NO. 1, 2 AND 3 FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-136 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT AND PROVIDING FOR THE ANNUAL ASSESSMENT LEVY WITHIN ONTARIO PARKWAY MAINTENANCE ASSESSMENT DISTRICT NO. 4 FOR FISCAL YEAR 2024-25

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 whether persons were present who wished to speak to the item. Hearing no one, Mayor Leon closed the public hearing and entertained council discussion.

MOTION: Moved by Council Member Bowman, and seconded by Mayor pro Tem Porada carried by a unanimous vote 5-0, to adopt Resolution Nos. 2024-134, 2024-135, and 2024-136.

30. ANNUAL LEVY OF ASSESSMENTS WITHIN STREET LIGHTING MAINTENANCE DISTRICT NOS. 1 AND 2 FOR FISCAL YEAR 2024-25

The City Council conducted a combined public hearing for the districts and took the following actions pertaining to the levy of assessments within Street Lighting Maintenance Districts (SLMD) Nos. 1 and 2, and:

A. Adopted a Resolution approving the Engineer’s Reports relating to the levy of assessments for each district;
B. Adopted a Resolution confirming the diagram and assessment and providing for the assessment levy within Street Lighting Maintenance District 1; and
C. Adopted a Resolution confirming the diagram and assessment and providing for the assessment levy within Street Lighting Maintenance District 2.

RESOLUTION NO. 2024-137 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE ENGINEER'S REPORTS FOR THE ANNUAL LEVY OF ASSESSMENTS WITHIN STREET LIGHTING MAINTENANCE DISTRICTS NO. 1 AND 2 FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-138 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT AND PROVIDING FOR THE ANNUAL ASSESSMENT LEVY WITHIN STREET LIGHTING MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2024-25.

RESOLUTION NO. 2024-139 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT AND PROVIDING FOR THE ANNUAL ASSESSMENT LEVY WITHIN STREET LIGHTING MAINTENANCE DISTRICT NO. 2 FOR FISCAL YEAR 2024-25.

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 whether persons were present who wished to speak to the item. Hearing no one, Mayor Leon closed the public hearing and entertained council discussion.

MOTION: Moved by Council Member Valencia, seconded by Council Member Bowman and carried by a unanimous vote 5-0, adopt Resolution Nos. 2024-137, 2024-138, and 2024-139.

31. A PUBLIC HEARING TO CONSIDER APPROVAL OF A DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND HDC CONSTRUCTION, INC. FOR THE ADAPTIVE REUSE OF THE HISTORIC PROPERTY LOCATED AT 207 NORTH EUCLID AVENUE (APN: 1048-565-09)

The City Council adopted a Resolution approving the Disposition and Development Agreement between the City of Ontario and HDC Construction, Inc. and authorized the City Manager, or his designee, to sign all documents necessary to implement the Agreement.

RESOLUTION NO. 2024-140 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND HDC CONSTRUCTION INC. FOR THE DISPOSITION AND DEVELOPMENT OF CERTAIN REAL PROPERTY LOCATED AT 207 EUCLID AVENUE (APN 1048-565-09) AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH.

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 whether persons were present who wished to speak to the item. Hearing no one, Mayor Leon closed the public hearing and entertained council discussion.

MOTION: Moved by Mayor pro Tem Porada, seconded by Council Member Bowman and carried by a unanimous vote 5-0, adopt Resolution No. 2024-140.

32. TAX EQUITY AND FISCAL RESPONSIBILITY ACT (TEFRA) HEARING, MEMBERSHIP AGREEMENT WITH THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY, AND ISSUANCE OF REVENUE OBLIGATIONS FOR REAL JOURNEY ACADEMIES

The City Council took the following actions:

A. Conducted a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986 to receive comments relating to the issuance by the California Enterprise Development Authority ("CEDA") of not to exceed $55,500,000 of the Authority's Revenue Obligations (the "Obligations") for the benefit of REAL Journey Academies Foundation, Inc., a California nonprofit public benefit corporation (the "Borrower");
B. Adopted a Resolution approving an Associate Membership Agreement between the City of Ontario and the CEDA; and,
C. Adopted a Resolution approving the issuance of the Obligations by the Authority to finance the Facilities for the benefit of the Borrower.

RESOLUTION NO. 2024-141 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING ASSOCIATE MEMBERSHIP IN THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY AND THE EXECUTION OF AN ASSOCIATE MEMBERSHIP AGREEMENT RELATING TO ASSOCIATE MEMBERSHIP OF THE CITY IN THE AUTHORITY.

RESOLUTION NO. 2024-142 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE ISSUANCE OF REVENUE BONDS BY THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $55,500,000 FOR THE PURPOSE OF FINANCING CERTAIN EDUCATIONAL FACILITIES AND CERTAIN OTHER MATTERS RELATING THERETO FOR THE BENEFIT OF REAL JOURNEY ACADEMIES, INC.

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 whether persons were present who wished to speak to the item. Hearing no one, Mayor Leon closed the public hearing and entertained council discussion.

MOTION: Moved by Council Member Bowman, seconded by Mayor pro Tem Porada and carried by a unanimous vote 5-0, to adopt Resolution Nos. 2024-141 and 2024-142.

33. A PUBLIC HEARING TO CONSIDER FILE NO. PUD23-004, A PLANNED UNIT DEVELOPMENT FOR 21.58 ACRES OF LAND GENERALLY LOCATED SOUTH OF E STREET, NORTH OF HOLT BOULEVARD, WEST OF EUCLID AVENUE, EAST OF PALM AVENUE AND THE NORTHERN PORTION OF THE BLOCK BETWEEN FERN AND PALM AVENUES AND C AND D STREETS

The City Council took the following actions:

A. Considered and adopted a Resolution approving a Mitigated Negative Declaration in accordance with the California Environmental Quality Act and adopting a related Mitigation Monitoring and Reporting Program for File No. PUD23-004; and
B. Introduced and waived further reading of an Ordinance approving File No. PUD23-004, the Downtown West Planned Unit Development (PUD), to establish a set of planning and design principles, development regulations and performance standards to govern future development of 21.58 acres, generally located south of E Street, north of Holt Boulevard, west of Euclid Avenue, east of Palm Avenue and the northern portion of the block between Fern and Palm Avenues and C and D Streets, within the LUA-1 (Euclid Avenue Entertainment) of the MU-1 (Downtown Mixed Use) zoning district.

RESOLUTION NO. 2024-143 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A MITIGATED NEGATIVE DECLARATION IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND ADOPTING A RELATED MITIGATION MONITORING AND REPORTING PROGRAM FOR FILE NO. PUD23-004.

ORDINANCE NO. 3282 (FIRST READING) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PUD23-004, A PLANNED UNIT DEVELOPMENT TO ESTABLISH PLANNING AND DESIGN PRINCIPLES, DEVELOPMENT REGULATIONS AND PERFORMANCE STANDARDS TO GOVERN FUTURE DEVELOPMENT OF 21.58 ACRES OF LAND, GENERALLY LOCATED SOUTH OF E STREET, NORTH OF HOLT BOULEVARD, WEST OF EUCLID AVENUE, EAST OF PALM AVENUE, AND THE NORTHERN PORTION OF THE BLOCK BETWEEN FERN AND PALM AVENUES AND C AND D STREETS, WITHIN THE LUA-1 (EUCLID AVENUE ENTERTAINMENT) OF THE MU-1 (DOWNTOWN MIXED USE) ZONING DISTRICT, AND MAKING FINDINGS IN SUPPORT THEREOF - APNS: 1048-566-08, 1048-566-09, 1048-566-10, 1048-566-02, 1048-566-01, 1048-566-03, 1048-566-04, 1048-566-06, 1048-566-07, 1048-561-07, 1048-561-08, 1048-561-09, 1048-561-10, 1048-561-12, 1048-561-13, 1048-562-01, 1048-562-02, 1048-565-01, 1048-565-04, 1048-565-05, 1048-565-06, 1048-566-06, 1048-566-07, 1048-354-04, 1048-354-05, 1048-354-06, 1048-354-07, 1048-354-08, 1048-353-13, 1048-353-14, 1048-354-01, 1048-354-02, 1048-354-03, 1048-565-14, 1048-566-05, 1048-566-11, 1048-561-11, 1048-562-03, 1048-562-06, 1048-562-07, 1048-563-01, 1048-563-02, 1048-563-03, 1048-563-04, 1048-563-05, 1048-576-01, 1048-576-02, 1048-563-07, 1048-563-08, 1048-564-07, 1048-564-11,

1048-564-12, 1048-564-13, 1048-564-14, 1048-565-02, 1048-565-03, 1048-563-06, 1048-563-07, 1048-563-08, 1048-563-09, 1048-563-10, 1048-565-07, 1048-565-08, 1048-565-09, 1048-565-10, 1048-565-11, 1048-565-12, 1048-565-13, 1048-563-11, 1048-564-01, 1048-564-02, 1048-564-03, 1048-564-04, 1048-564-05, 1048-564-06, 1048-564-08, 1048-564-09, 1048-564-10.

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 whether persons were present who wished to speak to the item. Hearing no one, Mayor Leon closed the public hearing and entertained council discussion. Mayor pro Tem Porada spoke in opposition.

MOTION: Moved by Council Member Wapner, seconded by Mayor Leon and carried by a vote 4-1, with Mayor pro Tem Porada opposed, adopt Resolution No. 2024-143 and introduce Ordinance No. 3282.

ADMINISTRATIVE REPORTS/DISCUSSION/ACTION:

34. A RESOLUTION AUTHORIZING THE ISSUANCE OF WATER REVENUE BONDS, SERIES 2024A AND RELATED MATTERS

The City Council and the Ontario Public Financing Authority took the following actions:

A. City Council considered and adopted a Resolution making a declaration of intent to issue tax-exempt obligations for the City's water system;
B. City Council considered and adopted a Resolution authorizing the execution and delivery of an Installment Purchase Agreement for the purpose of causing the issuance of Water Revenue Bonds, Series 2024, in an aggregate principal amount of not to exceed $50 million to finance certain improvements to the City’s water system;
C. Ontario Public Financing Authority considered and adopted a Resolution approving the sale of the Water Revenue Bonds, Series 2024A, in an aggregate principal amount of not to exceed $50 million in connection with the financing of certain improvements to the City's water system.
D. Approved the forms of the Indenture of Trust, the Bond Purchase Agreement, the Continuing Disclosure Certificate, the Installment Purchase Agreement, and the Preliminary Official Statement;
E. Authorized the execution of the Indenture of Trust, the Bond Purchase Agreement, the Continuing Disclosure Certificate, the Installment Purchase Agreement, a deemed final certification in connection with the Preliminary O□cial Statement, a final O□cial Statement and other documents in connection with the issuance of the bonds by the City Manager or the other specified authorized officers; and

F. Authorized the City Manager to negotiate and execute contracts for the services of Bond and Disclosure Counsel, Municipal Advisor, Underwriter, and Trustee.

RESOLUTION NO. 2024-144 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, REGARDING ITS INTENTION TO ISSUE TAX-EXEMPT OBLIGATIONS FOR ITS WATER SYSTEM.

RESOLUTION NO. 2024-145 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE EXECUTION AND DELIVERY OF AN INSTALLMENT PURCHASE AGREEMENT FOR THE PURPOSE OF CAUSING THE ISSUANCE OF NOT TO EXCEED $50,000,000 AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2024A AND APPROVING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH AND CERTAIN OTHER MATTERS.

OPFA-009 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ONTARIO PUBLIC FINANCING AUTHORITY OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING THE SALE OF ITS WATER REVENUE BONDS, SERIES 2024A, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $50,000,000 AND APPROVING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH AND CERTAIN OTHER MATTERS.

Mayor Leon inquired whether persons were present who wished to speak to the item. Hearing no one, Mayor Leon entertained council discussion.

MOTION: Moved by Council Member Wapner, seconded by Council Member Bowman and carried by a unanimous vote 5-0, adopt Resolution Nos. 2024-144, 2024-145, and OPFA-009.

35. WEST-END ANIMAL SERVICES AGENCY JOINT POWERS AUTHORITY AGREEMENT WITH THE CITY OF CHINO

The City Council considered and:

A. Approved the Joint Exercise of Powers Agreement establishing the West-End Animal Services Agency (Agency) and authorize the City Manager to execute the Agreement on behalf of the City;
B. Appointed Mayor Leon and Mayor pro Tem Porada to serve as Directors, and Council Member Bowman as an alternate, to serve on the Agency's Board of Directors;
C. Authorized the City of Ontario to serve as the Agency's Interim Administrator and to provide administrative services to the Agency, including a Treasurer/Auditor-Controller and Secretary, and authorized the City Manager to execute an Agreement or other instrument establishing the cost of providing the administrative services;

D. Authorized the City Manager to take all other actions and execute all other documents or appropriate to carry out the terms of the Agreement and the City's role as Interim Administrator.

Mayor Leon inquired whether persons were present who wished to speak to the item. Hearing no one, Mayor Leon entertained council discussion.

MOTION: Moved by Council Member Wapner, seconded by Mayor pro Tem Porada and carried by a unanimous vote 4-1, with Council Member Valencia opposed, to approve the item as presented.

STAFF MATTERS:

City Manager Ochoa made no announcements.

COUNCIL MATTERS:

Mayor pro Tem Porada made no comments.

Council Member Wapner sought consensus to adjourn in memory of Private First Class Charles Powers.

Council Member Bowman made no comments.

Council Member Valencia made no comments.

PUBLIC COMMENT

Assistant City Clerk Isbell announced there were five written public comments:
Anthony Noriega, regarding alleged misconduct.
Brandon Barbeau, regarding illegal fireworks.
Stephen May, regarding alleged misconduct
Celina Lopez, regarding alleged misconduct
Loree Masonis, regarding Item No. 24 of the consent calendar.

Mayor Leon called upon the first speaker:

Tina Silva, spoke regarding
Leticia Garcia, spoke regarding threats made to a minor.
Maria Galvan, spoke regarding alleged misconduct.
Ted Burnett, spoke regarding alleged misconduct.
Stephen May, spoke regarding alleged misconduct.
Anthony Noriega, spoke regarding alleged misconduct
Lois Sicking, spoke regarding alleged misconduct.
Jesse Fonseca, was not present when called upon.

ADJOURNMENT:

Mayor Leon adjourned the meetings of the Joint Agencies at 8:35 p.m. in memory of Private First Class Charles Powers and announced the next regular meeting was scheduled for August 6, 2024.

Respectfully submitted,

_____
SHEILA MAUTZ, CITY CLERK/SECRETARY

APPROVED:

_____
PAUL S. LEON, MAYOR/CHAIRMAN

CITY OF ONTARIO *Agenda Report* **August 20, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Financial Services Prepared By: William B Quan Staff Member Presenting: Armen Harkalyan, Executive Director of Finance Reviewed By: Doreen Nunes Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 3

SUBJECT: A PROFESSIONAL SERVICES AGREEMENT FOR INVESTMENT MANAGEMENT AND ADVISORY SERVICES

RECOMMENDATION: That the City Council authorize the City Manager or designee to execute a Professional Services Agreement with Chandler Asset Management, Inc., for investment management and advisory services, for a period of three years, with two optional one-year extensions.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner

FISCAL IMPACT: The increased revenue generated from the investment rate of return will offset the fees incurred for the investment management and advisory services.

BACKGROUND & ANALYSIS: As of June 30, 2024, the City of Ontario's investment portfolio was $1.2 billion dollars, which consisted of the following categories: Bonds funds held with fiscal agents, OPEB funds with trustees, LAIF (Local Agency Investment Fund), CAMP (California Asset Management Program), Cash, and Investment securities. The investment securities represented $679 million dollars of the portfolio. Per California Government Code Sections 53600 et seq. and the City's Investment Policy, the City shall invest in a manner that provides for the safety of principal and sufficient liquidity while providing a suitable investment return. The City has been managing its investments internally. The size and complexity of the City's portfolio are sufficient to require a reasonably high level of portfolio management skills and resources from a professional investment adviser.

The City issued a Request for Proposal (RFP) number 1807 on May 17, 2024, for investment management and advisory services. The RFP was posted on PlanetBids and eight proposals were received by the submission deadline of June 14, 2024. The RFP review committee for the procurement consisted of three Financial Services Agency members, including the City's Chief Investment Officer (CIO). The evaluation criteria included qualifications of the advisory firm and personnel, technical competence and experience, references, project understanding and approach, completeness of responses, and reasonableness of the cost of services. Following a detailed review

and evaluation of the submitted proposals, all ratings were tabulated, and the top two firms were invited to a final interview with the City Treasurer and Executive Director of Finance. The City Treasurer, Executive Director of Finance along with the CIO selected Chandler Asset Management, Inc. ("Chandler") to provide investment management and advisory services to the City.

Chandler's service fees are calculated in two tiers. Assets under management for the first $300 million is calculated at 4 basis points (0.04 of 1%), which equates to 0.0004 and assets above $300 million is calculated at 3 basis points (0.03 of 1%), which equates to 0.0003. Based on the June 30, 2024 securities value of $679 million, the estimated service fee for the month of June is $19,491. The estimated annual service fee based on the prior year is $250,092. The investment earnings for the prior year were $21,592,203. The increase in investment earnings will offset the fees incurred for these services. The fee schedule is included in Exhibit C of the Professional Services Agreement between the City and Chandler.

Chandler is a local investment adviser based in San Diego, CA, focusing on the management of high-quality fixed income portfolios for local governments and special districts guided by the objectives of safety, liquidity, and return. Chandler has served public agency clients for over 36 years and currently manages $35.4 billion in assets for over 200 local government clients, including 158 public agency clients in California. Some of their local municipal clients include the City of Riverside, City of Corona, City of Chino Hills, City of Moreno Valley, and City of Palm Springs. Chandler has been a partner with the City of Ontario since 1993 providing portfolio reporting services and annual investment policy reviews. They have been a valuable resource to the City providing market commentary, policy update recommendations, and best practices.

Pursuant to the Professional Services Agreement, Chandler will be providing all-inclusive services including full-time, non-discretionary investment advisory and portfolio management services, comprehensive reporting, quarterly investment advisory meetings, online access to the Chandler client portal, as well as providing additional treasury support services such as cash flow analysis, portfolio accounting, compliance monitoring and fixed income education and training. Chandler's full scope of services is included in Exhibit A of the Professional Services Agreement between the City and Chandler.

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

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 **Chandler Asset Management, Inc**, a Corporation, with its principal place of business at **9255 Towne Centre Drive, Suite 600 San Diego, CA 92121** ("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 **Investment Management and Advisory 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 **Investment Management and Advisory Services** 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 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 **October 1, 2024 to September 30, 2027**, 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 two additional one-year terms. 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 **Annual Asset Management Fee referenced in Exhibit "C"** 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.

3.2.2 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: **Nicole Dragoo, Chief Executive Officer.**

3.3.5 City's Representative. The City hereby designates **Armen Harkalyan, Executive Director of Finance**, 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 **Nicole Dragoo, Chief Executive Officer**, 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:

Chandler Asset Management, Inc
9255 Towne Centre Drive, Suite 600
San Diego, CA 92121
ATTN: Nicole Dragoo, Chief Executive Officer

City:

City of Ontario
303 East "B" Street
Ontario, CA 91764
ATTN: Armen Harkalyan, Executive Director of Finance

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 CHANDLER ASSET MANAGEMENT, 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	**CHANDLER ASSET MANAGEMENT, INC**
Approved By:	
_____	By: _____
Scott Ochoa City Manager	Its: _____
Approved as to Form:	Printed Name: _____
_____	By: _____
Best Best & Krieger LLP City Attorney	Its: _____
	Printed Name: _____
Attested By:	
_____	
City Clerk	

EXHIBIT "A"
SCOPE OF SERVICES

Chandler Asset Management is pleased to offer the City of Ontario the following services:

1. Actively manage the City's investment portfolio pursuant to specific, stated investment objectives in a non-discretionary manner. Place all orders for the purchase and sale of securities. Execute all approved trades through competitive bidding processes when possible.

2. Develop and implement an investment strategy that will maintain or enhance portfolio quality and performance within the parameters of the City's Investment Policy and cash flow requirements.

3. Ensure portfolio compliance with applicable laws and the City's Investment Policy including ordinances and resolutions relating to the investment of public funds.

4. Provide the City with investment reports that shall include, but not be limited to the following:

a. Monthly statements with all the information required by the California Government Code and Governmental Accounting Standards Board (GASB). These reports must include, but not limited to: detailed portfolio holdings including a complete description of the portfolio, the type of investments, the issuers, purchase price, accrued interest, amortized cost, market and book values, purchase date, maturity date, next upcoming potential call date, assigned security ratings by a nationally recognized statistical rating organization (NRSRA), principal and interest payments, effective earnings rate, yield to maturity, days to maturity, and portfolio summary statistics.

b. Quarterly investment reports including a description of market conditions, investment strategies employed, performance, and suggested changes to investment strategy.

5. Perform broker/dealer due diligence and maintain relations with the broker/dealer community.

6. Continually monitor market conditions and report on any recommended changes to policies, strategies, and specific positions.

7. Annually, or as needed, review the City's Investment Policy and provide recommended changes per California Government Code or to incorporate best practices as provided by relevant statewide and national organizations.

8. Attending Quarterly Investment Advisory meetings to present investment performance and market conditions. Attend City Council or ad-hoc meetings on an as needed basis.

9. Serve as a general resource to the City's staff for information, advice, and training regarding fixed-income investments. Communicate as necessary with City staff to understand the City's investment operations.

EXHIBIT "B"
SCHEDULE OF SERVICES

Implementation Tasks

Investment Program Implementation from Notice of Award – Timing dependent on contracting process
• Execute investment management agreement   ○ See Sample Agreement and Proposed Additional Terms in Appendix. • Complete opening documentation • Establish or review the custodial relationship • Determine sources of funding
Strategy Development – Typically 1-2 weeks
• Review Investment Policy • Analyze cash needs • Discuss investment objectives • Assess risk parameters • Create a customized investment strategy
Preparing to Invest – Typically 1-2 weeks
• Develop a Management Directive for each pool of funds • Set up read-only access to a custodial account • Build assets in Chandler trading and accounting systems • Assign Chandler Client Portal credentials and conduct Portal demonstration • Train City staff on Chandler's Reporting Portal • Establish trading rules with Chandler Compliance Team
Investment of Funds - Ongoing
• Execute funding strategy for initial purchases • Carry out active, discretionary investment to maintain target portfolio structure • Inform staff on investment progress through regular communication, monthly reports and quarterly formal portfolio reviews

EXHIBIT "C"
COMPENSATION

Chandler is pleased to provide comprehensive, full time non-discretionary investment advisory and portfolio management services to the City as described herein Chandler's proposal and in the City's Scope of Services in accordance with the following tiered fee schedule based on average assets under management:

Fee Schedule for the City of Ontario

Assets Under Management	Annual Asset Management Fee
First $300 M	4 bps (0.04 of 1%)
Assets above $300 M	3 bps (0.03 of 1%)

The proposed fee schedule is all-inclusive for the services that Chandler provides, including full time non-discretionary investment advisory and portfolio management services, technological resources, onboarding and implementation, online access to the Chandler Client Portal, comprehensive reporting, meetings, personal visits, and educational offerings for your staff. Chandler does not charge fees on funds held in vehicles not directly under our management, including Local Government Investment Pools and internally managed liquid funds. Fees are firm for the entire contract term, and the City will not be subject to any increases during this period. The investment advisor will not provide custodial services or security safekeeping.

CITY OF ONTARIO *Agenda Report* **August 20, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Planning Prepared By: Diane Ayala Staff Member Presenting: Scott Murphy, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 4

SUBJECT: **AN ORDINANCE APPROVING FILE NO. PUD23-004, A PLANNED UNIT DEVELOPMENT FOR 21.58 ACRES OF LAND GENERALLY LOCATED SOUTH OF E STREET, NORTH OF HOLT BOULEVARD, WEST OF EUCLID AVENUE, EAST OF PALM AVENUE AND THE NORTHERN PORTION OF THE BLOCK BETWEEN FERN AND PALM AVENUES AND C AND D STREETS**

RECOMMENDATION: That the City Council consider and adopt an Ordinance approving File No. PUD23-004, the Downtown West Planned Unit Development (PUD), to establish a set of planning and design principles, development regulations and performance standards to govern future development of 21.58 acres, generally located south of E Street, north of Holt Boulevard, west of Euclid Avenue, east of Palm Avenue and the northern portion of the block between Fern and Palm Avenues and C and D Streets, within the LUA-1 (Euclid Avenue Entertainment) of the MU-1 (Downtown Mixed Use) zoning district.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Operate in a Businesslike Manner
Focus Resources in Ontario's Commercial and Residential Neighborhoods

FISCAL IMPACT: There is not a direct fiscal impact associated with this action. Implementation of the Planned Unit Development would result in an increase in property taxes from future development and the one-time payment to the City for plan check fees and development impacts fees.

BACKGROUND & ANALYSIS: On July 16, 2024, the City Council introduced and waived further reading of an Ordinance for File No. PUD23-004. The City has initiated a PUD to facilitate the revitalization of downtown Ontario, streamline development, encourage historic preservation and adaptive reuse, and provide development flexibility to achieve the City's goals to economically revitalize and aesthetically enhance the Project area. The MU-1 (Downtown Mixed-Use) zoning district requires the preparation and approval of a PUD to establish a set of planning and design principles, development regulations and performance standards to govern future development. The proposed Downtown West Planned Unit Development is appended to the attached Ordinance as "Attachment A." The Project area is envisioned as a district with a mixture of retail, office, and

residential uses in a pedestrian friendly atmosphere, with the most intensive uses envisioned along Euclid Avenue and Holt Boulevard. A maximum intensity of 2.0 Floor Area Ratio and a density range of 25.0 to 75.0 dwelling units per acre is allowed as provided by the MU-1 (Downtown Mixed-Use) zoning district.

The District and Block Plans of the PUD establishes three land use subdistricts and includes context sensitive development standards that are specific to each block and location. The Downtown Mixed-Use Retail Core (MU-RC) zone is comprised of four City blocks (Blocks A through D) that front onto Euclid Avenue from Holt Boulevard to D Street and is envisioned as an 18-hour entertainment, shopping, and dining destination. Holt Boulevard, a future multi-modal corridor, is envisioned as the primary east-west connection from the Ontario International Airport/Hospitality district to the downtown. The goals of the MU-RC zone are to enable a mixture of commercial uses with strategic multiple-family residential infill development to activate storefronts to generate pedestrian foot traffic, create an enhanced, vibrant, and active public realm and streetscape along Euclid Avenue, create mid-block connections along Euclid Avenue to increase walkability and activity where public art and outdoor dining are encouraged, and to transform the north-south running public alley into a pedestrian-friendly enhanced connection with entrances, outdoor dining, and "greening" (landscape and enhanced paving) that collectively creates a lively and dynamic atmosphere.

The Downtown Mixed-Use Transitional (MU-T) zone is comprised of 4 City blocks (Blocks E thru H), bordered by Laurel Avenue to the east, Palm Avenue to the west, D Street to the north and Holt Boulevard to the south and is envisioned to enable a mix of commercial uses, multiple-family residential housing types, and mixed-use development. The goals of the MU-T zone are to support development flexibility by allowing variations in building heights to respond to the surrounding context, identifying B Street as an extension of Euclid Avenue as a more walkable retail "Main Street" atmosphere, enhancing the public realm with decorative crosswalks, "bulb out" curb extensions, public art, bicycle infrastructure, and introducing new "placemaking" elements such as suspended lighting and parklets.

The Downtown Residential (DR) zone is a half city block (Block I) located west of Palm Avenue, east of Fern Avenue, south of D Street and north of the public alley. The primary goal of the DR zone is to ensure compatible housing types with the existing surrounding residential neighborhood and create an appropriate transition of land uses and building scale.

COMMUNITY MEETINGS: Community and stakeholder engagement for the PUD included three rounds of community outreach conducted through in-person pop-up events as part of existing community events, two rounds of targeted stakeholder conversations via roundtable sessions and one in-person showcase. The community and participants displayed overall support for the vision and goals, highlighting the unique character of Ontario's historic downtown. In addition, they advocated for mobility options to promote accessibility, active transportation infrastructure for safer connections, and public realm enhancements.

PLANNING COMMISSION REVIEW AND ACTION: On May 28, 2024, the Planning Commission conducted a public hearing to consider the proposed PUD. Upon conclusion of the public hearing, the Planning Commission voted unanimously (5-0) to approve Resolution No. PC24-015, recommending the City Council approve the proposed PUD.

COMPLIANCE WITH THE ONTARIO PLAN: The proposed Project is consistent with the principles, goals and policies contained within the Vision, Governance, Policy Plan (General Plan), and City Council Priorities components of TOP. Goals and policies of TOP that are furthered by the proposed PUD are addressed in the attached Planning Commission backup material.

AIRPORT LAND USE COMPATIBILITY PLAN (ALUCP) COMPLIANCE: The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan. On April 19, 2011, the City Council of the City of Ontario approved and adopted the Ontario International Airport Land Use Compatibility Plan ("ONT ALUCP"), establishing the Airport Influence Area for Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. Staff has reviewed and considered the facts and information contained in the Application and supporting documentation against the ONT ALUCP compatibility factors, including [1] Safety Criteria (ONT ALUCP Table 2-2) and Safety Zones (ONT ALUCP Map 2-2), [2] Noise Criteria (ONT ALUCP Table 2-3) and Noise Impact Zones (ONT ALUCP Map 2-3), [3] Airspace protection Zones (ONT ALUCP Map 2-4), and [4] Overflight Notification Zones (ONT ALUCP Map 2-5). As a result, staff has concluded that the proposed PUD is consistent with the policies and criteria set forth within the ONT ALUCP.

ENVIRONMENTAL REVIEW: The proposed PUD is a “project” pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA") and an initial study has been prepared to determine possible environmental impacts. On the basis of the initial study, which indicated that all potential environmental impacts from the Project were less than significant or could be mitigated to a level of insignificance, a Mitigated Negative Declaration was prepared pursuant to CEQA, the State CEQA Guidelines and the City of Ontario Local CEQA Guidelines. Furthermore, to ensure that the mitigation measures are implemented, a Mitigation Monitoring and Reporting Program has been prepared for the Project pursuant to CEQA Guidelines Section 15097, which specifies responsible agencies/departments, monitoring frequency, timing and method of verification and possible sanctions for non-compliance with mitigation measures. The environmental documentation for this Project is available for review at the Planning Department.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PUD23-004, A PLANNED UNIT DEVELOPMENT TO ESTABLISH PLANNING AND DESIGN PRINCIPLES, DEVELOPMENT REGULATIONS AND PERFORMANCE STANDARDS TO GOVERN FUTURE DEVELOPMENT OF 21.58 ACRES OF LAND, GENERALLY LOCATED SOUTH OF E STREET, NORTH OF HOLT BOULEVARD, WEST OF EUCLID AVENUE, EAST OF PALM AVENUE, AND THE NORTHERN PORTION OF THE BLOCK BETWEEN FERN AND PALM AVENUES AND C AND D STREETS, WITHIN THE LUA-1 (EUCLID AVENUE ENTERTAINMENT) OF THE MU-1 (DOWNTOWN MIXED USE) ZONING DISTRICT, AND MAKING FINDINGS IN SUPPORT THEREOF—APNS: 1048-566-08, 1048-566-09, 1048-566-10, 1048-566-02, 1048-566-01, 1048-566-03, 1048-566-04, 1048-566-06, 1048-566-07, 1048-561-07, 1048-561-08, 1048-561-09, 1048-561-10, 1048-561-12, 1048-561-13, 1048-562-01, 1048-562-02, 1048-565-01, 1048-565-04, 1048-565-05, 1048-565-06, 1048-566-06, 1048-566-07, 1048-354-04, 1048-354-05, 1048-354-06, 1048-354-07, 1048-354-08, 1048-353-13, 1048-353-14, 1048-354-01, 1048-354-02, 1048-354-03, 1048-565-14, 1048-566-05, 1048-566-11, 1048-561-11, 1048-562-03, 1048-562-06, 1048-562-07, 1048-563-01, 1048-563-02, 1048-563-03, 1048-563-04, 1048-563-05, 1048-576-01, 1048-576-02, 1048-563-07, 1048-563-08, 1048-564-07, 1048-564-11, 1048-564-12, 1048-564-13, 1048-564-14, 1048-565-02, 1048-565-03, 1048-563-06, 1048-563-07, 1048-563-08, 1048-563-09, 1048-563-10, 1048-565-07, 1048-565-08, 1048-565-09, 1048-565-10, 1048-565-11, 1048-565-12, 1048-565-13, 1048-563-11, 1048-564-01, 1048-564-02, 1048-564-03, 1048-564-04, 1048-564-05, 1048-564-06, 1048-564-08, 1048-564-09, 1048-564-10.

WHEREAS, the City of Ontario ("Applicant") has initiated approval of a Planned Unit Development (PUD), File No. PUD23-004, as described in the title of this Resolution (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to 21.58 acres of land (8.5 City Blocks) generally located south of E Street, north of Holt Boulevard, west of Euclid Avenue, east of Palm Avenue, and the northern portion of the block between Fern and Palm Avenues and C and D Streets within the LUA-1 (Euclid Avenue Entertainment) of the MU-1 (Downtown Mixed Use) zoning district, and is presently improved with a mixture of retail, residential, and office land uses and paved surface parking lots; and

WHEREAS, the properties to the north of the Project site is within the OL (Office Low Intensity) and MU-1(Mixed Use Downtown) zoning districts and is developed with office, retail and residential uses. The properties to the east and south are within the MU-1 (Mixed Use Downtown) zoning district which are developed with office, retail and

residential. The properties to the west are located within the MDR-11 (Medium Density Residential) HDR-45 (High Density Residential) and are developed with a school, church, and multiple-family and single family residential; and

WHEREAS, an existing bus stop is located on the northeast corner of Euclid Avenue and D Street for Omnitrans Route 83. Additionally, located near Euclid Avenue on Holt Boulevard is Omnitrans Route 61 which has been identified as the future West Valley Connector Bus Rapid Transit (BRT); and

WHEREAS, the purpose of the PUD is to facilitate the revitalization of downtown Ontario, streamline development, encourage historic preservation and adaptive reuse, and provide development flexibility to achieve the City's goals to economically revitalize and aesthetically enhance the Project area; and

WHEREAS, the PUD includes components that regulate land use, urban design, development and design standards for new (infill) construction, redevelopment of underutilized sites, and adaptive reuse of historic and existing buildings, architectural character and design and historic preservation; and

WHEREAS, the LUA-1/MU-1 (Downtown Mixed Use) zoning district is envisioned as an intensive vertical and horizontal district with a mixture of retail, office, and residential uses in a pedestrian friendly atmosphere, with the most intensive uses envisioned along Euclid and Holt Avenues. Consistent with the LUA-1/MU-1 zoning district and TOP Downtown District Place Type, the Downtown West PUD grants a maximum intensity of 2.0 Floor Area Ratio and a density range of 25.0 to 75.0 dwelling units per acre; and

WHEREAS, the PUD establishes the Downtown Mixed-Use Retail Core (MU-RC) zone that is comprised of 4 city blocks (Blocks A-D) that front onto Euclid Avenue from Holt Boulevard to D Street and is envisioned as an 18-hour entertainment, shopping, and dining destination, whereas Holt Boulevard, a future multi-modal corridor, is envisioned as the primary west-east connection from the Ontario International Airport/Hospitality district to the downtown; and

WHEREAS, the goals of the MU-RC zone are to enable a mixture of commercial uses with strategic multiple-family residential infill development, activate storefronts to generate pedestrian foot traffic, such as retail, restaurant, and entertainment, as well as design treatments that support a lively and comfortable public realm, create an enhanced, vibrant, and active public realm and streetscape along Euclid Avenue, create mid-block connections along Euclid Avenue to increase walkability and activity where public art and outdoor dining is encouraged, and to transform the north-south running public alley into a pedestrian-friendly enhanced alley with entrances, outdoor dining, and "greening" (landscape and enhanced paving) that collectively creates a lively and dynamic atmosphere; and

WHEREAS, the Downtown Mixed-Use Transitional (MU-T) zone is comprised of 4 city blocks (Blocks E- H), bordered by Laurel Avenue to the east, Palm Avenue to the

west, D street to the north and Holt Boulevard to the south and is envisioned to enable a mix of commercial uses, a variety of multiple-family residential housing types, and mixed use development; and

WHEREAS, the goals of the MU-T zone is to support development flexibility with allowing a variation of building heights to respond to the surrounding context, identifying B street as an extension of Euclid Avenue as a more walkable retail "Main Street" atmosphere, enhancing the public realm with decorative crosswalks, "bulb out" curb extensions, public art, bicycle infrastructure, and introducing new "placemaking" elements such as suspended lighting and parklets; and

WHEREAS, the Downtown Residential (DR) zone is a half city block (Block I) located west of Palm Avenue, east of Fern Avenue, south of D street and north of the public alley. The primary goal of the DR zone to ensure compatible housing types with the surrounding residential; and

WHEREAS, the PUD includes Block-specific standards created to respond to place-based conditions and goals which include allowable range of building heights of 40 feet (3 stories) to 65 feet (5 stories), 0 to 10 feet of building setbacks, 10 and 15 feet of stepbacks for upper level additions to existing buildings at certain locations, and parking requirements; and

WHEREAS, the PUD requires a minimum of 1 resident parking space per bedroom, 0.20 guest parking per dwelling unit, and 1 parking space per 250 square feet of Gross Floor Area of commercial; and

WHEREAS, in order to achieve the preferred density and building intensities, the PUD allows for a combination of on-site and on-street parking to provide an adequate parking supply to meet the anticipated parking demand for the Project. All resident parking is provided on site, while guest parking and retail visitor spaces are allowed on-street; and

WHEREAS, the PUD includes architectural design standards and guidelines, specific to the downtown location and variety of building types, and establishes the following design principles:

(a) Create an architectural character that reflects the various styles within the historic downtown. New buildings should appear to fit in contextually with existing historic buildings by using similar proportions, articulation, building details and building material.

(b) The overall character should feel like a modern interpretation of a traditional American small town.

(c) Create compatibility between the mixed-use, residential and commercial architecture within the downtown area; the introduction of unifying elements

such as similar materials and colors should be considered; however, “sameness” is discouraged; and

WHEREAS, the PUD requires a Certificate of Appropriateness, in conjunction with a Development Plan, in order to safeguard identified historic resources listed on the Ontario Register of Historic Places and any unknown historic resources yet to be discovered; and

WHEREAS, the PUD relies upon the Secretary of Interior Standards, for the Treatment of Historic Properties, the Ontario Development Code (Certified Local Government), Ontario Downtown Design Guidelines, and best practices for preservation to guide appropriate design for new (infill) construction, redevelopment of underutilized sites, and adaptive reuse of historic and existing buildings; and

WHEREAS, the Application is a project pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA") and an initial study has been prepared to determine possible environmental impacts; and

WHEREAS, on the basis of the initial study, which indicated that all potential environmental impacts from the Project were less than significant or could be mitigated to a level of insignificance, an Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program were prepared pursuant to CEQA, the State CEQA Guidelines and the City of Ontario Local CEQA Guidelines; and

WHEREAS, the MND was made available to the public and to all interested agencies for review and comment pursuant to CEQA, the State CEQA Guidelines and the City of Ontario Local CEQA Guidelines; and

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

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

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

WHEREAS, on May 28, 2024, the Planning Commission of the City of Ontario conducted a hearing to consider the MND, MMRP, and the Project, and concluded said hearing on that date, voting to issue Resolution No. PC24-015 recommending the City Council approve the Application; and

WHEREAS, on July 2, 2024, the City Council of the City of Ontario conducted a hearing to consider the MND, MMRP, and the Project, and concluded said hearing on that date and continued the item to the July 16, 2024, City Council meeting; and

WHEREAS, as the first action on the Project, on July 16, 2024, the City Council approved a resolution adopting MND and MMRP prepared pursuant to CEQA, the State CEQA Guidelines, and the City of Ontario Local CEQA Guidelines, which indicated that all potential environmental impacts from the Project were less than significant or could be mitigated to a level of significance, and concluded said hearing on that date; and

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

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

SECTION 1: ***Environmental Determination and Findings.*** As the decision-making body for the Project, the City Council has reviewed and considered the information contained in the Initial Study/Mitigated Negative Declaration and the administrative record for the Project, including all written and oral evidence provided during the comment period. Based upon the facts and information contained in the MND, MMRP, and the administrative record, including all written and oral evidence presented to the City Council, the City Council finds as follows:

(1) The MND, MMRP, and the administrative record, have been completed in compliance with CEQA, the State CEQA Guidelines and the City of Ontario Local CEQA Guidelines; and

(2) The MND and MMRP contain a complete and accurate reporting of the environmental impacts associated with the Project, and reflects the independent judgment of the Planning Commission; and

(3) There is no substantial evidence in the administrative record supporting a fair argument that the project may result in significant environmental impacts; and

(4) All environmental impacts of the Project are either insignificant or can be mitigated to a level of insignificance pursuant to the mitigation measures outlined in the MND and MMRP.

SECTION 2: ***Airport Land Use Compatibility Plan ("ALUCP") Compliance.*** The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires

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

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

SECTION 3: ***Concluding Facts and Reasons.*** Based upon the substantial evidence presented to the City Council during the above-referenced hearing, and upon the specific findings set forth in Sections 1 through 2 above, the City Council hereby concludes as follows:

(1) ***The proposed PUD, or amendment thereto, is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (general plan), and City Council Priorities components of The Ontario Plan.*** The Project is consistent with Vision, Policy Plan (general plan), and City Council Priorities components of The Ontario Plan. Section 1.1, The Ontario Plan Objectives of the Downtown West Planned Unit Development, describes the manner in which the PUD complies with the Policy Plan goals and policies.

(2) ***The proposed PUD, or amendment thereto, would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.*** The Planning Commission has required certain safeguards through conditions of approval, which have been established to ensure that: [i] the purposes of the Planned Unit Development are maintained; [ii] the project will not endanger the public health, safety or general welfare; [iii] the project will not result in any significant environmental impacts; [iv] the project will be in harmony with the area in which it is located; and [v] the

project will be in full conformity with the Vision, City Council Priorities and Policy Plan components of The Ontario Plan.

(3) ***In the case of an application affecting specific property(ies), the proposed PUD, or amendment thereto, will not adversely affect the harmonious relationship with adjacent properties and land uses.*** The Downtown West PUD area is situated in the heart of Ontario's downtown and is adjacent to residential and commercial land uses and development. The surrounding development supports the objective of the Downtown West PUD further commercial, residential and mixed-use development. The Project does not affect the harmonious relationship with adjacent properties and land use.

(4) ***In the case of an application affecting specific property(ies), the subject site is physically suitable, including, but not limited to, parcel size, shape, access, and availability of utilities, for the request and anticipated development.*** In preparing the proposed Downtown West PUD, a thorough review and analysis of the proposed Project and the subject site's physical suitability for the Project was completed, including analysis of the project size, shape, intensity of development, building height, building setbacks, site access, site landscaping and drainage, fences and walls, vehicle circulation, pedestrian connections, availability of mass transit, necessary street dedication and easements, public right-of-way improvements, availability of utilities and other infrastructure needs, off-street parking and circulation, building orientation and streetscapes, architectural character, building materials and color, and site signage. Based upon this review and analysis, the subject site has been deemed physically suitable, including but not limited to parcel size, shape, access, and availability of utilities, for the proposed Planned Unit Development and the proposed development.

(5) ***The proposed PUD is superior to that which could be obtained through the application of the Development Code or a specific plan.*** The Downtown West PUD will establish minimum building setbacks, parking and open space requirements, allow on-street parking, and establish a planting palette. These standards will facilitate the commercial, residential, and mixed-use development. The proposed Downtown West PUD will allow for subsequent development that is superior to that which could be obtained through the application of the Development Code by itself.

SECTION 4: ***City Council Action.*** Based upon the findings and conclusions set forth in Sections 1 through 3, above, the City Council hereby APPROVES the herein described Application.

SECTION 5: ***Indemnification.*** The Applicant shall agree to defend, indemnify and hold harmless, the City of Ontario or its agents, officers, and employees from any

claim, action or proceeding against the City of Ontario or its agents, officers or employees to attack, set aside, void, or annul this approval. The City of Ontario shall promptly notify the applicant of any such claim, action, or proceeding, and the City of Ontario shall cooperate fully in the defense.

SECTION 6: ***Custodian of Records.*** The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Ontario City Hall, 303 East "B" Street, Ontario, California 91764. The custodian for these records is the City Clerk of the City of Ontario.

SECTION 7: ***Severability.*** If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The People of the City of Ontario hereby declare that they would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 8: ***Effective Date.*** This Ordinance shall become effective 30 days following its adoption.

SECTION 9: ***Publication and Posting.*** The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within 15 days following the adoption. The City Clerk shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 20th day of August, 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 July 16, 2024 and adopted at the regular meeting held August 20 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 August 16, 2024 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. PUD23-04;
Downtown West Planned Unit Development

(Document follows this page)

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JULY 2024

Prepared for:

CITY OF ONTARIO

Prepared by:

DUDEK

studioneleven

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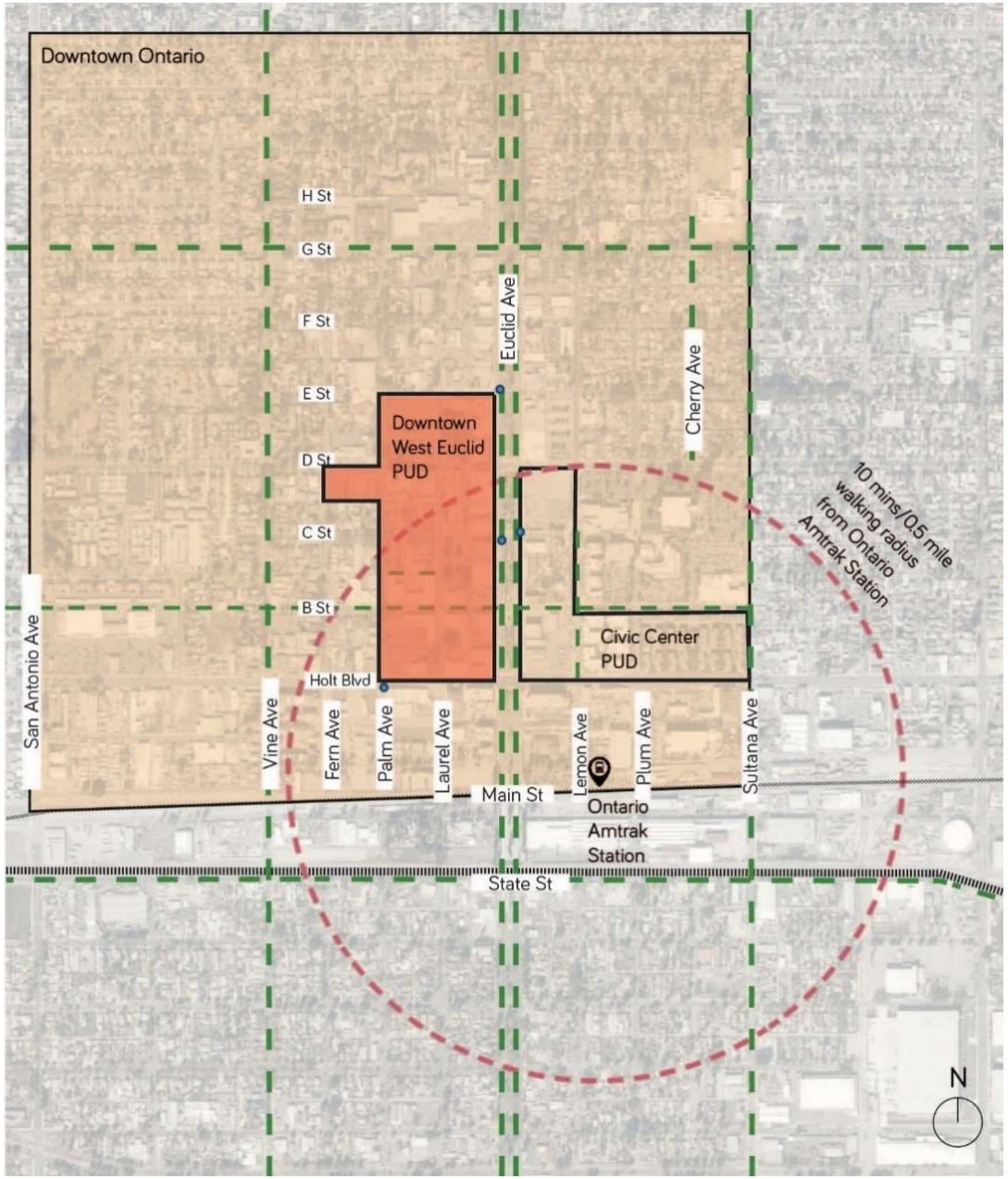
1 Introduction

The Downtown West Planned Unit Development (PUD) is intended to function as a set of planning and design principles, development regulations, and performance standards to guide and govern the development of the blocks between E Street to the north and Holt Boulevard to the south, and between Palm Avenue to the west and Euclid Avenue to the east, in addition to the portion of the block between D Street and the alley connecting Fern Avenue and Palm Avenue (PUD area). The PUD area is situated within the City of Ontario's historic downtown and is adjacent to the City's Civic Center, as shown in **Map 1 (PUD Area Vicinity Map) and Map 2 (PUD Area Location Map).** This PUD will facilitate the revitalization of downtown Ontario, streamline development, emphasize historic preservation and adaptive reuse, and provide development flexibility to achieve the City's goals to economically revitalize and aesthetically enhance the project area.

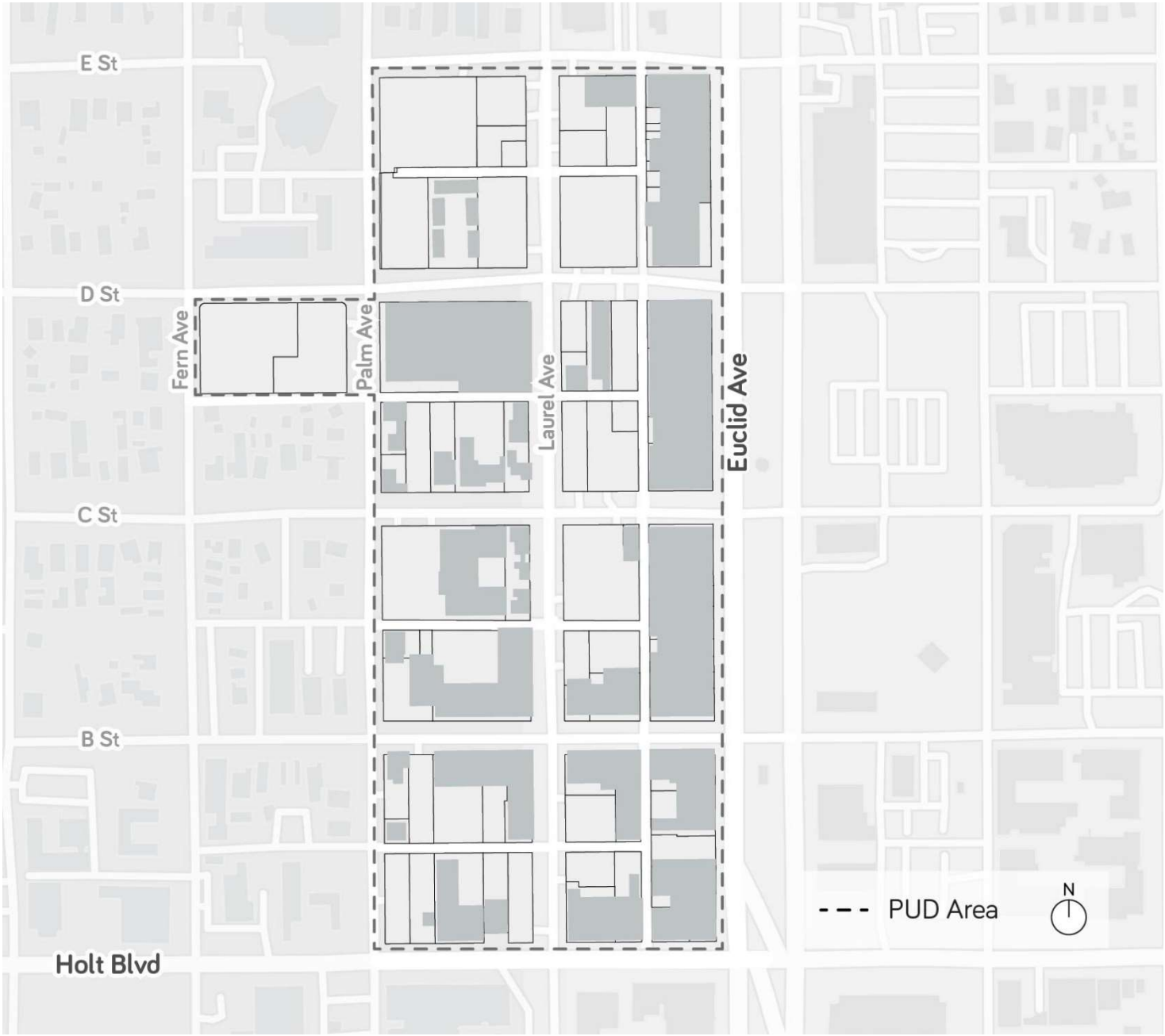
This document is organized to fulfill the requirements for a PUD, as set forth in the Ontario Development Code. As such, this PUD will replace the existing zone district designations and zoning standards that apply to the affected properties. Unless otherwise defined herein, definitions and interpretations contained in the Development Code shall apply.

City staff and private developers will rely upon this PUD to determine whether precise plans for development (Development Plans) will adequately meet the City's land use and design objectives for this key part of Ontario's original downtown. The objectives have been defined through The Ontario Plan (TOP) (2020), summarized in the following sub-section.

Map 1: PUD Area Vicinity Map



Map 2: PUD Area Location Map



1.1 The Ontario Plan (TOP) 2050 Objectives

The Downtown West PUD builds upon the vision and development and design principles for Downtown Ontario as outlined in The Ontario Plan (TOP). The Ontario Plan (TOP) Community Design Element establishes “Districts” that have been categorized as “Place Types,” which are geographically large, culturally unique, and regionally significant areas of the city that fulfill different but complementary roles in creating a complete community. As regional destinations, districts serve as the “face of the city.” Each district has a distinct identity that reflects its role within the city context and establishes a defined sense of place through the creation of an amenity-rich, transit-accessible, mixed-use environments where people can live, work, shop, dine, and have many of their daily needs met within a comfortable and convenient walk or bike ride from their residence, transit stop, or parked vehicle.

The PUD area is located within the “Downtown District,” which is envisioned as the placed-based, people-focused, commercial, and cultural "heart" of the city and features several designated historic districts and landmarks. Downtown will support a variety of businesses, housing opportunities for residents with a variety of income levels, creative spaces, entertainment options, and institutional and civic uses, while preserving its historic character, buildings, neighborhoods, and places. Complementing the wide mix of uses are designs, layouts and public spaces that give residents, visitors, and businesses a strong sense of connection and creates a place where people want to spend time.

The TOP land use designation for the PUD area is Mixed-Use - Downtown (MU-Downtown) as shown in Map 3 (TOP 2050 Land Use Mixed Use – Downtown District Place Type) and summarized in **Table 2-1 (TOP 2050 Land Use Designations Summary –Mixed-Use – Downtown)**. MU-Downtown is envisioned as an intensive vertical and horizontal district with a mixture of retail, office, and residential uses in a pedestrian friendly atmosphere, with the most intensive uses envisioned along Euclid and Holt Avenues. In addition, in MU-Downtown, there is an intention to enhance historic character. Maximum intensity is 2.0 Floor Area Ratio and allowed density is 25.0 to 75 dwelling units per acre.

Map 3: TOP 2050 Land Use Mixed Use – Downtown District Place Type



Table 2-1: TOP 2050 Land Use Designations Summary – High-Density Residential and Mixed-Use - Downtown

Land Use Designation	Residential Density & Non-Residential Intensity	Intention
Mixed-Use - Downtown (MU - Downtown)	25.0 to 75.0 dwelling units per acre 2.0 FAR for retail and office uses	Envisioned as an intensive vertical and horizontal mixture of retail, office, and residential uses in a pedestrian friendly atmosphere. The historic character is enhanced. The most intensive uses are envisioned along Euclid and Holt Avenues.

The TOP Plan Policy Plan (General Plan) establishes a long-term vision for Ontario: "a sustained, community-wide prosperity which continuously adds value and yields benefits." In addition to this overarching vision, the following four components establish by City Council serve as the basic building blocks that set the foundation for a unified and prosperous community:

- A **Dynamic Stability** that enables our community to confront the continued dynamic growth of the region and technological change with confidence and a sense of opportunity.
- A **Prosperous Economy** that sustains the perception and reality of prosperity across our entire community that positively impacts all the people of Ontario and is broadly – though not uniformly – shared.
- **Distinctive Development** that integrates our varied and diverse focal points, districts, centers, corridors, and neighborhoods to provide a feeling of coherence without sacrificing uniqueness.
- **Recognized Leadership** in local governance that stimulates excellence and serves to unify the people of Ontario in support of best practices in conducting public endeavors.

The Downtown West PUD is consistent with the principles, goals and policies contained within the Vision, Governance, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan ("TOP"). More specifically, the goals and policies of TOP that are furthered by this PUD are as follows:

City Council Goals
▪ 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
Governance
▪ Decision Making: - Goal G1: Sustained decision-making that consistently moves Ontario towards its Vision by using The Ontario Plan as a framework for assessing choices. - G 1-2. Long-term Benefit. We require decisions to demonstrate and document how they add value to the community and support the Ontario Vision.
Vision: Distinctive Development - Commercial and Residential Development
▪ Development quality that is broadly recognized as distinctive and not exclusively tied to the general suburban character typical of much of Southern California. ▪ A system of vibrant retail, town, and neighborhood centers responsive to market demands and woven into the fabric of the community. ▪ A demonstrated ability to attract housing in pursuit of our acknowledged responsibility to balance housing with the job growth that drives our quality of life. ▪ One of the most comprehensive and diverse housing stocks in the region that offers broad choices for its diverse workforce and their families, ranging from entry level housing to executive level development; from semi-rural to highly urban.

- Distinctive and well-maintained neighborhoods that offer exceptional variety in lifestyles, with convenient access to schools, recreation and cultural facilities, places of worship, places of employment and shopping.

Vision: Distinctive Development - Development Quality

- Unique and authentic districts, centers, and corridors of varied scales that establish Ontario as one of the most vital and diverse locales in Southern California.
- Superior quality and design of the built environment and open spaces through careful attention to detail at every scale, including public and private spaces and structures.

Vision: Distinctive Development - Leisure and Cultural Activities

- Strong historic districts and cultural resources matching interests of a population with diverse cultural backgrounds, as well as offering a range of arts and entertainment venues of international significance.

Policy Plan (General Plan)

Land Use Element

- Goal LU-1 Balance: A community that has a spectrum of housing types and price ranges that match the jobs in the City and that make it possible for people to live and work in Ontario and maintain a quality of life.
  - LU-1.1 Strategic Growth. We concentrate growth in strategic locations that help create place and identity, maximize available and planned infrastructure, foster the development of transit, and support the expansion of the active and multimodal transportation networks throughout the City.
  - LU-1.6 Complete Community. We incorporate a variety of land uses and building types in our land use planning efforts that result in a complete community where residents at all stages of life, employers, workers, and visitors have a wide spectrum of choices of where they can live, work, shop and recreate within Ontario.
- Goal LU-2 Compatibility: Compatibility between a wide range of uses and a resultant urban patterns and forms.
  - LU-2.6 Infrastructure Compatibility. We require infrastructure to be aesthetically pleasing and in context with the community character.
- Goal LU-3: Flexibility: Staff, regulations, and processes that support and allow flexible response to conditions and circumstances in order to achieve the Vision.
  - LU-3.1: Development Standards. We maintain clear development standards which allow flexibility to achieve our Vision and provide objective standards that ensure predictability and deliver the intended physical outcomes.
  - LU-3.2: Design Incentives. We offer design incentives to help projects achieve the Vision.
  - LU-3.3: Land Use Flexibility. We consider uses not typically permitted within a land use category if doing so improves livability, reduces vehicular trips, creates community gathering places and activity nodes, and helps create identity.
- Goal LU-4 Phased Growth: Development that provides short-term value only when the opportunity to achieve our Vision can be preserved.
  - LU-4.4: Shared Infrastructure. We encourage and facilitate the use of shared infrastructure (including shared or managed parking) in urban, mixed use, and transit-oriented Place Types.

Housing Element

- Goal H-2 Housing Supply & Diversity: Diversity of types of quality housing that are affordable to a range of household income levels, accommodate changing demographics, and support and reinforce the economic sustainability of Ontario.
  - H-2.1: Corridor Housing. We revitalize transportation corridors by encouraging the production of higher density residential and mixed-uses that are architecturally, functionally, and aesthetically suited to corridors.
  - H-2.2: Historic Downtown. We foster a vibrant historic downtown through facilitating a wide range of housing types and affordability levels for households of all ages, housing preferences, and income levels.
  - H-2.5: Housing Design. We require architectural excellence through adherence to City design guidelines, thoughtful site planning, environmentally sustainable practices, and other best practices.
  - H-2.6: Infill Development. We support the revitalization of neighborhoods through the construction of higher-density residential developments on underutilized residential and commercial sites.
- Goal H-3 Government Regulations: A City regulatory environment that balances the need for creativity and excellence in residential design, flexibility and predictability in the project approval process, and the provision of an adequate supply and prices of housing.
  - H-3.1: Incentives. We maintain incentive programs that can be offered to projects that provide benefits to the community such as exceptional design quality, economic advantages, environmental sustainability, or other benefits that would otherwise be unrealized.
  - H-3.2: Flexible Standards. We allow flexibility in the application of residential and mixed-use development standards in order to gain benefits such as exceptional design quality, economic advantages, sustainability, or other benefits that would otherwise be unrealized.
  - H-3.3: Development Review. We maintain a residential development review process that provides certainty and transparency for project stakeholders and the public yet allows for the appropriate review to facilitate quality housing development.
  - H-3.4: Financial Incentives. We consider financial incentives to facilitate and encourage the production, rehabilitation or improvement of housing, or provision of services where such activity furthers housing and community-wide goals.
- Goal H-5 Special Needs: A full range of housing types and community services that meet the special housing needs for all individuals and families in Ontario, regardless of income level, age, or other status.
  - H-5.1: Senior Housing. We support the development of accessible and affordable senior housing and provide financial assistance for seniors to maintain and improve their homes.
  - H-5.2: Family Housing. We support the development of larger rental apartments that are appropriate for families with children, including, as feasible, the provision of services, recreation, and other amenities.

Parks and Recreation Element

- Goal PR-1 Planning & Design: A system of safe and accessible parks that meets the needs of the community.
  - PR-1.1: Access to Parks. In all new residential development areas, we strive to provide a park and/or recreational facility within walking distance (¼ mile) of every residence and prioritize the establishment of parks in environmental justice areas that do not have adequate access to parks.

    PR-1.14: Multi-family Residential Developments. We require that new multi-family residential developments of five or more units provide recreational facilities or open space, in addition to paying adopted impact fees.

Community Economics Element

- Goal CE-1 Complete Community: A complete community that provides for all incomes and stages of life.
  - CE-1.6: Diversity of Housing. We collaborate with residents, housing providers, and the development community to provide housing opportunities for every stage of life; we plan for a variety of housing types and price points to encourage the development of housing supportive of our efforts to attract business in growing sectors of the community while being respectful of existing viable uses.
  - CE-1.7: Retail Goods and Services. We seek to ensure a mix of retail businesses that provide the full continuum of goods and services for the community.
- Goal CE-2 Placemaking: A City of distinctive neighborhoods, districts, corridors, and centers where people choose to be.
  - CE-2.1: Development Projects. We require new development and redevelopment to create unique, high-quality places that add value to the community.
  - CE-2.2: Development Review. We require those proposing new development and redevelopment to demonstrate how their projects will create appropriately unique, functional, and sustainable places that will compete well with their competition within the region.
  - CE-2.4 Protection of Investment. We require that new development and redevelopment project existing investment by providing architecture and urban design of equal or greater quality.

Safety Element

- Goal S-1 Seismic & Geologic Hazards: Minimized risk of injury, loss of life, property damage, and economic and social disruption caused by earthquake-induced and other geologic hazards.
  - S-1.1 Implementation of Regulations and Standards. We require that all new habitable structures be designed in accordance with the most recent California Building Code adopted by the City, including provisions regarding lateral forces and grading.

Community Design Element

- Goal CD-1 Complete Community: A dynamic, progressive city containing distinct and complete places that foster a positive sense of identity and belonging among residents, visitors, and businesses.
  - CD-1.2: Place Types. We establish Place Types in urban, mixed use, and transit-oriented areas to foster the City's identity as a premier community and require new development within each Place Type to incorporate prescribed urban patterns, forms, and placemaking priorities.
  - CD-1.3: Existing Neighborhoods. We require the existing character of viable residential and non-residential neighborhoods be preserved, protected, and enhanced.
  - CD-1.4: Transportation Corridors. We will enhance our major transportation corridors within the City through landscape, hardscape, signage and lighting. The extent of enhancement should be appropriate to the use, type, and context of each corridor.
- Goal CD-2 Design Quality: Goal: A high level of design quality resulting in neighborhoods, commercial areas, public spaces, parks, and streetscapes that are attractive, safe, functional, human- scale, and distinct.
  - CD-2.1: Quality Building Design and Architecture. We encourage all development projects to convey visual interest and character through:
    - Building volume, massing, and height to provide context-appropriate scale and proportion;

- A true architectural style which is carried out in plan, section, and elevation through all aspects of the building and site design and appropriate for its setting; and
- Exterior building materials that are articulated, high quality, durable, and appropriate for the architectural style.

- CD-2.4: Urban, Mixed Use, and Transit-oriented Areas. We establish Place Types to require mixed use, urban, and transit-oriented areas to be designed and developed as pedestrian oriented areas that are integrated with adjacent neighborhoods and promote a vibrant, comfortable, and functional environment, as defined for each Place Type.
- CD-2.5: Streetscapes. We design new and, when necessary, retrofit existing streets to improve walkability, bicycling and transit integration, strengthen connectivity, and enhance community identity through improvements to the public right-of-way such as sidewalks, street trees, parkways, curbs, street lighting and street furniture.
- CD-2.7: Sustainability. We collaborate with the development community to design and build neighborhoods, streetscapes, sites, outdoor spaces, landscaping, and buildings to reduce energy demand through solar orientation, maximum use of natural daylight, passive solar and natural ventilation, building form, mechanical and structural systems, building materials, and construction techniques.
- CD-2.8: Safe Design. We incorporate defensible space design into new and existing developments to ensure the maximum safe travel and visibility on pathways, corridors, and open space and at building entrances and parking areas by avoiding physically and visually isolated spaces, maintaining visibility and accessibility, and using lighting.
- CD-2.9: Landscape Design. We encourage durable, sustainable, and drought-tolerant landscaping materials and designs that enhance the aesthetics of structures, create and define public and private spaces, and provide shade and environmental benefits.
- CD-2.10: Parking Areas. We require all development, including single-family residential, to minimize the visual impact of surface, structured, and garage parking areas visible from the public realm in an aesthetically pleasing, safe and environmentally sensitive manner. Examples include:
  - Surface parking: Shade trees, pervious surfaces, urban run-off capture and infiltration, and pedestrian paths to guide users through the parking field.
  - Structured parking: facade articulation, screening, appropriate lighting, and landscaping.
  - Garage parking: providing access to single-family residential garages through alley access, recessing garages from the frontage to emphasize front doors or active living spaces.
- CD-2.11: Entry Statements. We encourage the inclusion of amenities, signage, and landscaping at the entry to neighborhoods, commercial centers, mixed use areas, industrial developments, and public places that reinforce them as uniquely identifiable places.
- CD-2.12: Site and Building Signage. We encourage the use of sign programs that utilize complementary materials, colors, and themes. Project signage should be designed to effectively communicate and direct users to various aspects of the development and complement the character of the structures.

▪ Goal CD-3 Urban, Mixed Use, and Transit-Oriented Place Types: Vibrant urban environments that are organized around intense buildings, pedestrian and transit areas, public plazas, and linkages between and within developments that are conveniently located, visually appealing and safe during all hours.

- CD-3.1: Unique Identity. We promote development that heightens the unique character and identity of each Place Type by requiring compatible land uses and land planning, site design, and building design that promotes an active public realm.

- CD-3.2: Comfortable, Human-Scale Public Realm. We require that public spaces, including streets, parks, and plazas on both public and private property be designed to maximize safety, comfort and aesthetics and connect to the citywide pedestrian, vehicular, and bicycle networks.
- CD-3.3: Complete and Connected Network. We require that pedestrian, vehicular, and bicycle circulation on both public and private property be coordinated to provide connections internally and externally to adjacent neighborhoods and properties (existing and planned) through a system of local roads and trails that promote walking and biking to nearby destinations (including existing and planned parks, commercial areas, and transit stops) and are designed to maximize safety, comfort, and aesthetics.
- CD-3.4: Context-Aware and Appropriate Design. We require appropriate building and site design that complements existing development, respects the intent and identity of the Place Type, and provides appropriate transitions and connections between adjacent uses to ensure compatibility of scale, maintain an appropriate level of privacy for each use, and minimize potential conflicts.
- CD-3.5: Active Frontages. We create lively pedestrian streetscapes by requiring primary building, business, and residential entrances, outdoor dining, and storefronts be located on ground floors adjacent to sidewalks or public spaces and designed to maximize safety, comfort, aesthetics, and the intended functionality (as defined by the Place Type).
- CD-3.6: Managed Infrastructure. We collaborate with developers and property owners to facilitate development that realizes the envisioned character and functionality of the Place Type through the use of green and shared infrastructure within each Place Type.

▪ Goal CD-4 Historic Preservation: Historic buildings, streets, landscapes, and neighborhoods, as well as the story of Ontario's people, businesses, and social and community organizations, have been preserved and serve as a focal point for civic pride and identity.

- CD-4.5: Adaptive Reuse. We actively promote and support the adaptive reuse of historic sites and buildings to preserve and maintain their viability.

1.2 Background and Related Efforts

In addition to the TOP, there are several previous plans and efforts focused on Downtown Ontario that served as background for the development of this PUD, shaping the vision and guiding principles. These previous plans and efforts are summarized in the following section. In addition, the City of Ontario's ongoing focus on the Downtown area has resulted in several related efforts that seek to improve the historic character, urban design, mobility conditions, among others, all of which strengthens Downtown Ontario and complements this PUD. These efforts are summarized in Chapter 7 (Administration and Implementation) as part of the implementation of the PUD.

1.2.1 Downtown Ontario Design Guidelines

The Downtown Ontario Design Guidelines, adopted by City Council in 1998 as reference to the Development Code, establishes a set of architectural, graphic, and lighting design principles, to provide guidance to business owners, homeowners, City staff, and design professionals, for the development and/or rehabilitation of properties within the City's historic original downtown area. The PUD area is encompassed within the Downtown Design Guidelines project area and straddles the Historic Retail and the Residential Districts as defined in the guidelines. This PUD aims to reinforce the concept plan and associated guidelines included in the Downtown Design Guidelines and further strengthen Downtown Ontario's identity and character. The Downtown Ontario Design Guidelines should continue to be used as a guide for the PUD area to ensure that properties continue to enhance the City's historic original downtown area.



The Euclid Avenue median divides the west side of Euclid Avenue, shown on the left and part of this PUD area, and the east side of Euclid Avenue, shown on the right and part of the Downtown Civic Center Planned Unit Development area.

1.2.2 Downtown Civic Center Planned Unit Development

The Civic Center Planned Unit Development, adopted in 2006 and amended in 2011 and 2021, includes planning and design principles, development regulations, and performance standards to guide and govern the development of a 6-block area of the City of Ontario, which consists of a portion of the City's original downtown and its current civic center area. The PUD area lies directly west of the Civic Center Planned Unit Development project location, as shown in Map 1, creating opportunities to define complementary regulations, standards, and guidelines along Euclid Avenue to ensure a cohesive corridor experience.

1.2.3 West Euclid Activation

The West Euclid Activation effort, which concluded in Spring 2022, focused on defining activation goals for West Euclid Avenue and developing strategies for the activation of properties in the Downtown area, many of which are City-acquired, to help achieve the long-term goal of re-visioning the area as the cultural and entertainment heart of Ontario. Goals for the effort that influence this PUD include: (1) A vibrant and walkable district with rich historic and architectural

character, (2) a regional tourist destination, (3) the heartbeat of Ontario's thriving arts and culture scene, and (4) an 18-hour downtown with a variety of uses that support residents, visitors, and business owners. As part of the effort, existing and proposed projects were identified and focused projects for further study were determined. Several urban design studies were also included to re-envision specific sites within the downtown area, which are also located within the PUD area, including:

- **Gemmel's Pharmacy,** a historic building with an opportunity to be subdivided into multiple tenants to activate the Euclid Avenue and B Street ground floor frontage through active uses such as a café or entertainment club with upper floor residential units. The design study envisions façade improvements that enhance the existing historic character as well as a parklet along B Street to support adjacent restaurants, in addition to a suite of other placemaking strategies.
- **Granada Theater**, a 1926 historic theater, envisioned as an anchor of a revitalized Downtown with an opportunity to be restored and infused with new uses, such as retail shops, creative offices, and arts-related uses. The design study envisions active ground floor design treatments and façade improvements.
- **123 W D Street,** an Art Deco style building with an opportunity for adaptive reuse into a quasi-industrial use such as a brewery or other maker-space operation, or entertainment venue. The design study envisions reuse of existing surface parking lot as outdoor space with enhancements like shade, lighting, and art.

A new concept for B Street is also included, which envisions the street as an active, pedestrian-focused street with a variety of placemaking elements, in addition to a concept to transform existing alleys in into activated, pedestrian-focused alleyways. The vision and activation concepts from the West Euclid Activation document serve as background and context for the development of the PUD guiding principles and the land use and urban design concepts, discussed in Chapter 2-4.

1.2.4 Euclid Avenue Relinquishment and Historic Property Treatment and Management Plan

In 2020, the City approached the California Department of Transportation (Caltrans) and formally initiated the relinquishment of State Route 83 (Euclid Avenue) to the City. Caltrans conducted and approved Relinquishment Assessment Reports in 2023 to determine if relinquishment is appropriate from a state transportation perspective and found that Euclid Avenue does not serve regional or statewide transportation needs, thereby allowing the City the control in the operation of the transportation system to better represent community interests.

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

1.3 Community and Stakeholder Engagement

Community and stakeholder engagement for the Downtown West PUD included three rounds of community outreach and two rounds of targeted stakeholder conversations via roundtable sessions. The community outreach was conducted through in-person pop-up events as part of existing community events and online via virtual workshops. The roundtable sessions consisted of key stakeholders, including property and business owners, residents, representatives from the downtown Ontario Improvement Association, developers, and others.

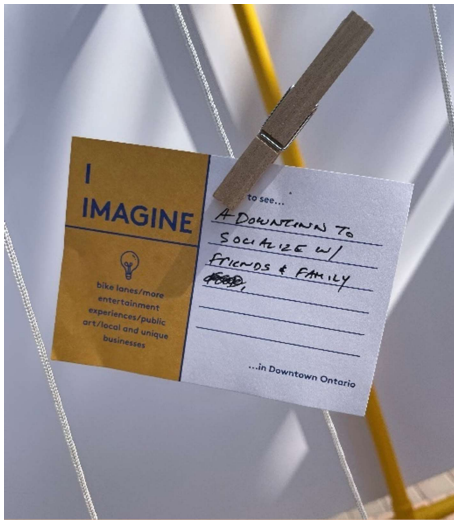
An overview of the three rounds of engagement is summarized in the following pages, along with a summary of the feedback shared by the community and stakeholders:

- **Round 1 Visioning and Goals** aimed to share the PUD vision and goals, as well as capture community ideas, aspirations, and priorities.
  - **Feedback from broader community:** The community displayed overall support for the vision and goals, highlighting the unique character of Ontario's historic downtown. In addition, they advocated for mobility options to promote accessibility and active transportation infrastructure for safer connections.
  - **Feedback from the stakeholder roundtable:** Discussions highlighted the Granada Theater as an important historical asset, emphasizing the need for consistent programming to activate it. Stakeholders stressed the importance of effective waste management systems and ample parking to support local businesses in downtown Ontario. Suggestions from stakeholders included the enhancement of community parking accessibility and reimagining alleys to facilitate social activities. Moreover, leveraging the West Valley Connector Bus Rapid Transit (BRT) Project, a 19-mile zero emission BRT that is estimated to open in 2026 connecting the Ontario International Airport (ONT) to two Metrolink lines (San Bernardino and Riverside), and multiple major activity centers, including Downtown Ontario via Holt Boulevard, would promote connectivity to mass transit and encourage the use of alternative transportation methods, reducing car-dependence in the area.









The community engaged with a pop-up art installation to provide their input on the vision and goals for the PUD. The pop-up was part of the larger State of the City event in March 2023.

- **Round 2 Land Use and Urban Design Concept** focused on capturing community feedback for preliminary land use and urban design concepts.
  - **Feedback from the stakeholder roundtable:** Stakeholders tasked the PUD with providing clarity on design standards for private development and recommendations for improvements for alley enhancements and public art. In addition, the PUD should provide recommendations for the location and management of the trash facility. Furthermore, to enhance connectivity, stakeholders suggested the exploration of an east-west connection on the block between B and C street along Euclid Avenue.
  - **Feedback from broader community:** The community was enthusiastic about a comprehensive and interconnected network, particularly with enhancements to the public realm, pedestrian safety, and landscaping. The concept of an open garden with pop-up food vendors was well liked due to its potential to establish family-friendly spaces. There was continued support for the adaptive reuse of historic buildings on B Street and Laurel Avenue to promote more active uses. Community members enjoyed the idea of transforming alleyways into a pedestrian-centric area that would potentially create shopping and dining destinations downtown. To accommodate for the influx of people, they recommended extending business hours and increasing the frequency of public transportation.

Common Themes across Engagement

- Maintain historic character.
- Adaptive reuse of historic structures with active uses, such as shopping and dining.
- Pedestrian infrastructure to make it safer and more comfortable to get around.
- Prioritize the success of local businesses through improved waste management and ample parking.
- Enhanced transportation infrastructure that supports mobility options and makes it easier to get around in the district by foot or bike.





The community responded to the Land Use and Urban Design Concept and conceptual illustrations for key sites within the downtown. The pop-up was part of summer concert series in the park in July 2023.

- **Round 3 Draft PUD Showcase** focused on sharing the draft contents of the PUD with the community and answering questions. The Showcase was designed as an open house with topical stations, including:
    1. **About the Project,** which covered the PUD area, about PUDs, project timeline, and relationship to the TOP.
    2. **Vision and Guiding Principles,** which highlighted the overall vision and the six guiding principles for the project, as well as the land use, urban design, and public realm concept for the PUD area. The concept also included corridor-specific concepts for Euclid Avenue, Laurel Avenue, Holt Boulevard, B Street, and the Alley.
    3. **Historic Overview,** which covered the historic-focused components of the PUD, including key standards, relationship to the Downtown Ontario Design Guidelines, and the PUD-specific Historic Architectural Guidelines.
    4. **Height and Setbacks,** which highlighted allowed heights and setback standards in the PUD area.
    5. **Land Use and Ground Floor Environment,** which included a map of zoning districts with intent statements, a summary of ground floor use standards for B Street, Holt Boulevard, and Euclid Avenue, and ground floor design standards.
    6. **Next Steps,** which highlighted key projects that address mobility, historic preservation, culture, wayfinding, and future development that are separate from the PUD and will be implemented over the next few years.





2 Vision and Guiding Principles

The Downtown West PUD vision describes the future of the PUD area to provide direction for how the area will grow and evolve over time. The vision is consistent with the TOP and builds off the West Euclid Activation effort, discussed in Section 1.2. The vision is supported by guiding principles that aim to provide additional detail on how to achieve the vision.

Downtown West PUD Vision

As the historic center of Ontario, Downtown West, is envisioned as the placed-based, people-focused, commercial, and cultural "heart" of the city and features several designated historic buildings and landmarks.

Downtown West will support a variety of businesses, housing opportunities for residents with a variety of income levels, creative spaces, entertainment options, and institutional uses while preserving its historic character, buildings, neighborhoods, and places.

Complementing the wide mix of uses are designs, layouts and public spaces that give residents, visitors, and businesses a strong sense of connection and creates a place where people want to spend time.

GUIDING PRINCIPLES

To support the vision, the following guiding principles apply:



UNIQUE IDENTITY

Downtown Ontario is the economic, cultural, and civic hub of Ontario, organized by a simple, walkable network of tree-lined streets, laid out as a new "Model Colony" in the 1880s. Downtown West's history, historic buildings, and distinct urban form define downtown's unique identity. This is especially true on the west side of Euclid Avenue where a continuous streetwall of quality buildings, many of which are historic resources, create an irreplaceable sense of place and history. Downtown's historic character and architectural styles should be celebrated and enhanced through appropriate infill development and adaptive re-use of historic and non-historic structures to reinforce the area's identity.



HUMAN SCALE PUBLIC REALM

Downtown West's public realm is a traditional network of sidewalks and public open spaces that are lined with a rich variety of buildings. The district's streets, sidewalks, and alleys should be enhanced as "outdoor rooms of community," providing an attractive, comfortable, safe, and lively environment to walk, explore, shop, dine, meet friends and neighbors, and participate in community events. Each new public and private public realm improvement should reinforce a "pedestrians first" intent, and complement existing character, with a focus on strengthening the public realm character along Euclid Avenue through an enhanced sidewalk environment with elements that match the east side of the street.



COMPLETE & CONNECTED NETWORK

Downtown West's robust grid pattern network connects the retail core seamlessly to surrounding neighborhoods, Holt Boulevard, and the future Bus Rapid Transit (BRT) station for the West Valley Connector. The layout of the street system provides for a variety of choices across travel routes and modes for each trip. Downtown West's simple, open network of pedestrian-friendly streets and blocks is the ideal built environment and framework for any urban, mixed use, or transit-oriented area, and the existing block structure should be maintained and enhanced through mid-block paseos and improved alleys.

APPROPRIATE CONTEXTUAL BUILDING DESIGN & PRESERVATION

Within Downtown West, historic buildings from various time periods comfortably mix with newer buildings. Along Euclid Avenue, buildings are unified by active ground floors with transparent storefronts and accessible pedestrian entries from the sidewalk aligned with a historic "main street" character. Across the district, new buildings are well-designed, with appropriate height based on location, with façade enhancements that also provide opportunities for public art. Future infill development and renovations should respect and reflect established facade patterns to preserve Downtown's historic character. The architecture of new buildings should not try and replicate historic styles, but be contemporary while harmonizing with the scale, rhythm, and character of their historic predecessors.



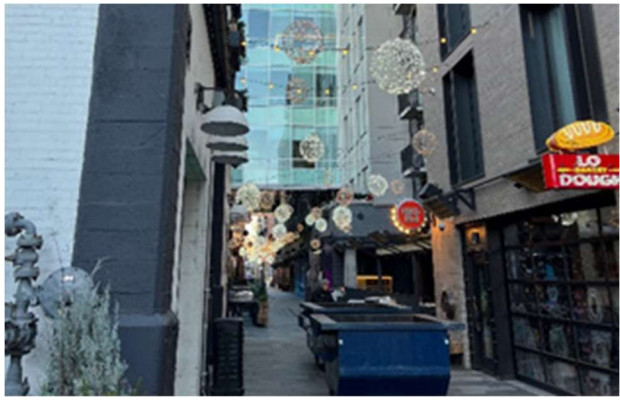
ACTIVE & CONTEXT-SENSITVE FRONTAGES

Within the heart of Downtown West, a variety of active uses built right up to the sidewalk "blur the line" between the outdoor public realm and the indoor private businesses. Restaurants, cafes, and shops enliven the sidewalk environment through activities and outdoor dining. On side streets and as one moves toward surrounding residential neighborhoods, frontages are designed with ground floor commercial uses and residences that quitter in nature and promote privacy from passersby. Buildings here are set back from the sidewalk, reducing visibility into the residence or office, while offering views outward to the street and other public spaces, improving public safety and pedestrian comfort.



MANAGED INFRASTRUCTURE

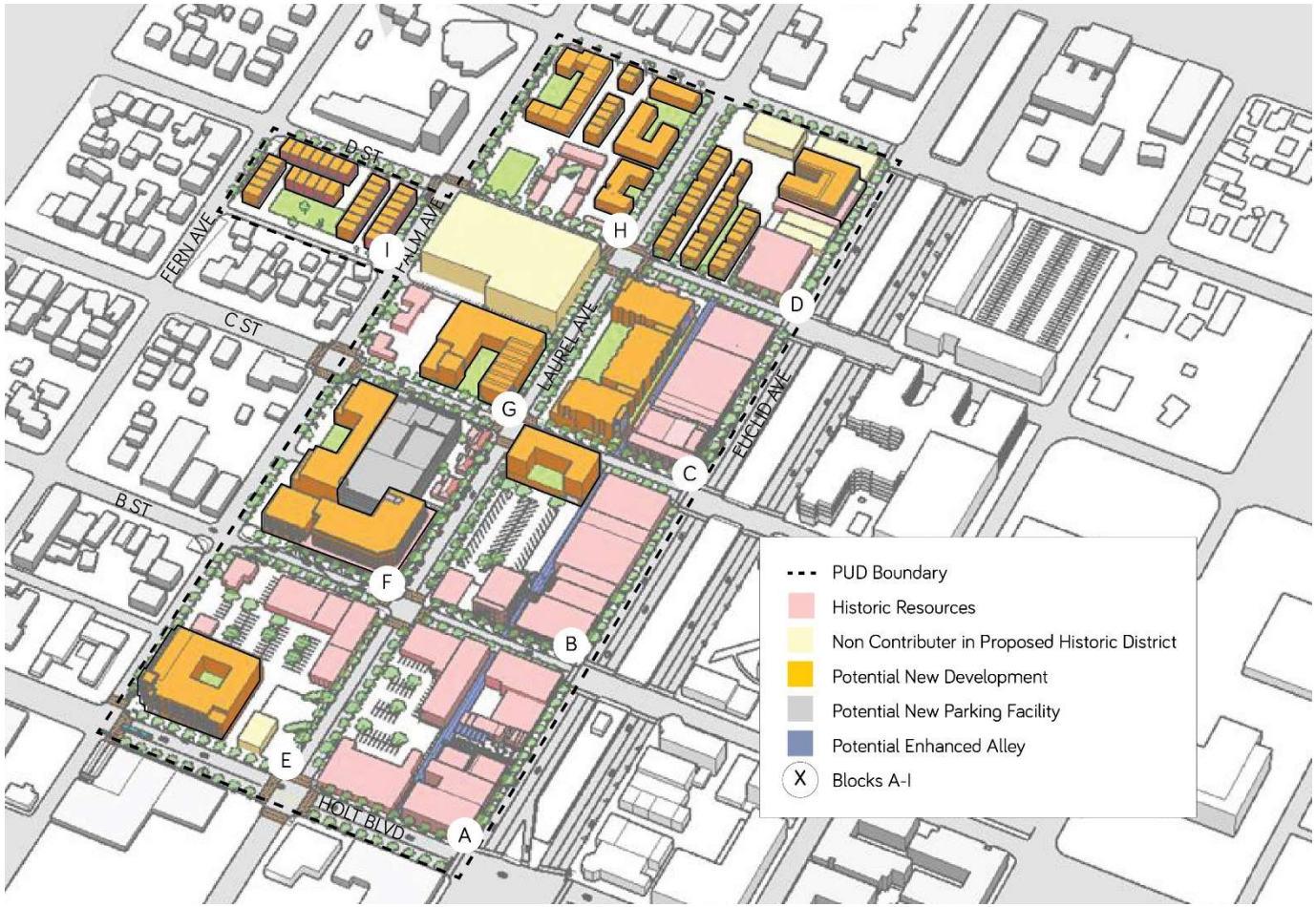
Successful downtowns require active and coordinated management of infrastructure, services, and activities, including parking, trash, public realm maintenance, special events, business recruitment, and on-going promotional activities. For Downtown Ontario, the active and coordinated management of the area's variety of infrastructure and services can help the district to remain competitive. Of note is a managed system of trash collection along the north-south alley between Euclid Avenue and Laurel Avenue within Downtown West that seeks to balance the desire for an enhanced, pedestrian alley with the opportunity to consolidate trash collection across tenants.



2.1 Land Use, Urban Design, and Public Realm Concept

The Downtown West PUD vision and guiding principles are visualized in **Figure 2-1** (Land Use, Urban Design, and Public Realm Concept) with a focus on demonstrating land use, urban design, public realm-related possibilities, and potential development opportunities within the PUD area. As a companion to the overall concept for the PUD area as shown in **Figure 2-1**, the following section highlights several illustrative concepts showcasing development opportunities for the PUD area focused on the following key corridors: (1) Euclid Avenue, (2) Holt Boulevard, (3) B Street, (4) the Alley, and (5) Laurel Avenue. These concepts aim to provide additional detail around future conditions and on-the-ground views of the PUD area to illustrate the implementation of land use, urban design, future development, and public realm-related outcomes of the project. It is important to note that participation by a variety of City of Ontario departments is needed to fully implement the land use, urban design, and public realm concepts for the PUD.

Figure 2-1: Land Use, Urban Design, and Public Realm Concept for the PUD Area



2.1.1 Euclid Avenue

As the historic and preeminent boulevard in the city, as well as the north-south major spine and eastern boundary of the PUD area, the future vision for Euclid Avenue is centered on protecting and strengthening this important corridor through promoting a diverse array of destinations where residents and visitors can comfortably walk, shop, explore, dine, and meet friends. Historic buildings fronting Euclid Avenue are protected with additional opportunities for new development through adaptive reuse to further infuse the street with a mix of retail shops, restaurants, and entertainment venues, as well as new housing opportunities, as shown in **Figure 2-2** (Conceptual Illustration for Euclid Avenue). The continuous street edge and urban form is preserved, ensuring that any new development complements and enhances historic resources to further celebrate the unique identity of downtown.

Existing Public Realm along Euclid Avenue



Historic Euclid Avenue

Euclid Avenue plays an important role in Ontario's historic downtown and the overall character of the PUD area. Euclid Avenue is a major scenic and historic resource of the city given its status as Local Landmark No. 67 with character defining features, such as the 60-foot-wide landscaped median, scored sidewalks, King standard light posts, and a California pepper tree and silk oak tree canopy. Additionally, the right-of-way and median from 24th Street in Upland to Philadelphia Street in Ontario are listed on the National Register of Historic Places as a significant cultural landscape historic district. Many buildings that line Euclid Avenue within the downtown are historic resources with a



Euclid Avenue is a major scenario and historic resource in the city.

Continuous commercial uses and active storefronts fronting Euclid Avenue generate a constant flow of pedestrian traffic and are complemented by a vibrant and welcoming public realm with generous sidewalks, street trees, and streetscape furniture that reflects the existing street character on the east side of Euclid Avenue.

Euclid Avenue seamlessly blends indoor and outdoor public spaces to create a series of "outdoor rooms" and green spaces for the community, allowing activities, events, temporal programming and kiosks, and outdoor dining to spill out onto sidewalks and into plazas, blurring the line between the public and private spaces. Landscaping along Euclid Avenue is designed to achieve harmony and unity between the indoor and outdoor spaces and softens hardscape areas, enhancing the pedestrian experience. Mid-block paseos provide connections between Euclid Avenue and the alley to promote greater pedestrian access and connectivity within downtown, as shown in **Figure 2-3** (Conceptual Illustration for Euclid Avenue).

The public right-of-way of Euclid Avenue has an opportunity to be enhanced with the relinquishment of the historic corridor from California Department of Transportation to City of Ontario's ownership, as discussed in Section 1.2, allowing the street to transform into a multi-modal corridor, with mid-block pedestrian connections, high-visibility crosswalks, on-street parking, and bicycle lanes.

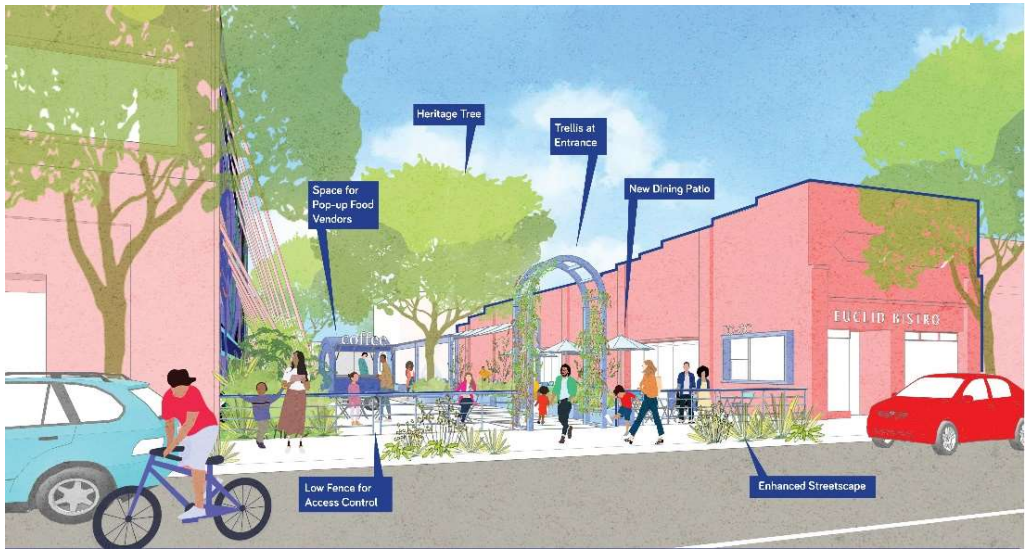


Local businesses with active storefronts along Euclid Avenue

Figure 2-2: Conceptual Illustration for Euclid Avenue



Figure 2-3: Conceptual Illustration for Euclid Avenue





Existing open space, referred to as the Cactus Garden, that fronts Euclid Avenue

Precedent Imagery for Euclid Avenue





2.1.2 Holt Boulevard

The future vision for Holt Boulevard, which serves as a key east-west corridor for the downtown and the southern boundary of PUD area, is centered on further establishing it as the southern gateway to downtown. To further define a sense of arrival to the downtown from Holt Boulevard, transit-oriented development and taller buildings frame the street and contribute to a distinctive skyline, serving as a visual beacon. The facades of the buildings are canvases for public art and murals, highlighting the rich history and identity of Ontario, as shown in **Figure 2-4** (Conceptual Illustration for Holt Boulevard).

With the future Bus Rapid Transit (BRT) station for the West Valley Connector at the intersection of Holt Boulevard and Lemon Avenue, Holt Boulevard is transformed into a multi-modal corridor that provides connections between downtown Ontario and major activity centers within San Bernardino County. First-last mile improvements, such as enhanced crosswalks, are in place to promote safe and convenient access for pedestrians, cyclists, and public transit users. Holt Boulevard also has a comfortable public realm with streetscape elements, such as pedestrian-scaled lighting, landscaping, and a mature tree canopy.

Figure 2-4: Conceptual Illustration for Holt Boulevard



Precedent Imagery for Holt Boulevard



2.1.3 B Street

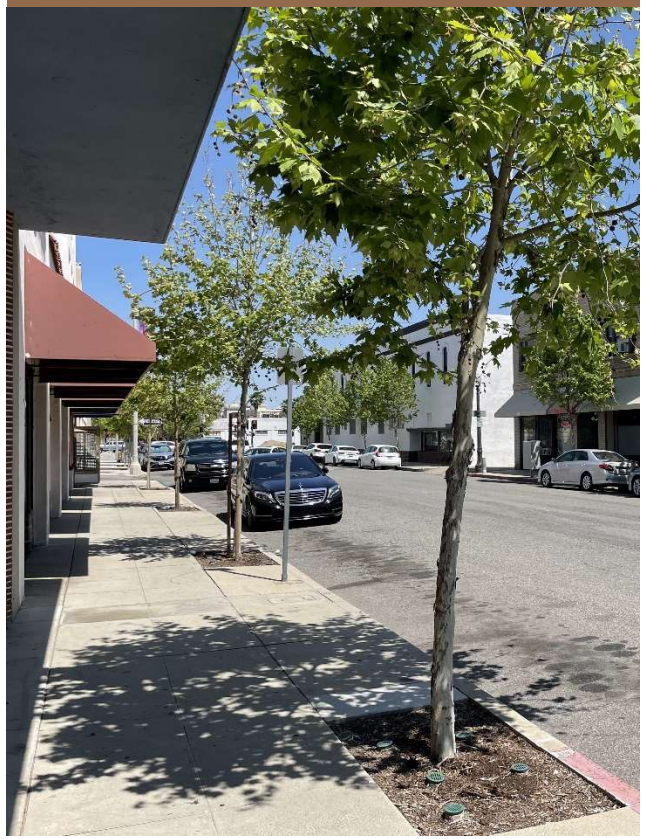
B Street serves as pedestrian-oriented, east-west corridor within the PUD area, with a future vision as a vibrant “main street” where local businesses thrive. Historic facades and enhanced storefronts offer a setting for a diverse range of community-serving uses and amenities and housing. The upper floors of buildings fronting B Street, whether existing or new, create versatile spaces that can accommodate commercial and residential uses, as shown in Figure 2-5 (Conceptual illustration for B Street).

B Street has a unique public realm with overhead lighting spanning the street to create a pedestrian-scaled environment, parklets to provide outdoor dining to support restaurants, landscaped bulb-outs, enhanced crosswalks, and signage to guide visitors to the alley and Euclid Avenue. B Street is also lined with mature street trees that frame the street and offer shade for pedestrians. Pedestrian and bicycle mobility and safety are enhanced on B Street as a bicycle boulevard with intersection improvements.

Existing Condition of B Street



Existing Public Realm on B Street



Precedent Imagery for B Street



Figure 2-5: Conceptual Illustration for B Street



Figure 2-6: Conceptual Illustration for B Street

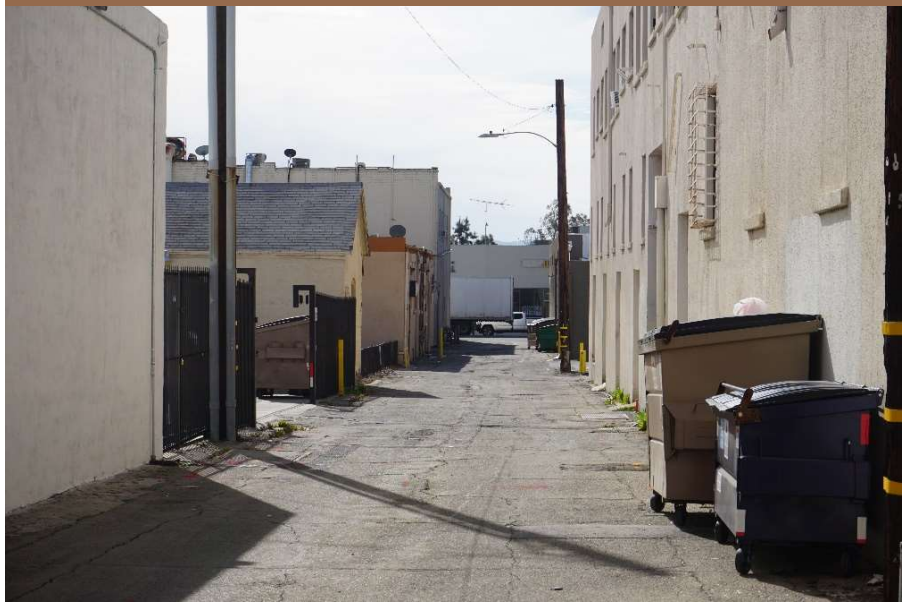


2.1.4 The Alley

The alley provides north-south access in the PUD area as a parallel path to Euclid Avenue, connecting east-west streets between E Street and Holt Avenue. The mix of active ground floor uses fronting Euclid Avenue extend their vibrancy to the enhanced alley with entrances, storefronts, outdoor dining, and greening that collectively create a lively and dynamic atmosphere, as shown in **Figure 2-7** (Conceptual illustration for the Alley). The enhanced alley features a special asphalt treatment to create a sense of place and human-scale and lighting that helps to distinguish it from other walkways. The alley also creates a flexible venue that can be temporarily closed to vehicular traffic to accommodate a variety of uses and activities, such as entertainment and music, cultural events, and community programming. Downtown Ontario's cultural identity is represented through interactive public art installations, murals, and sculptures that line the alley.

A pedestrian-focused and enhanced alley serves many purposes for the project area, depending on its specific block and the needs of the surrounding context. The alley is a space that integrates shared infrastructure, such as waste and trash services that are centrally located and accessible to support local commercial businesses. The alley is a preferred green and walkable path for pedestrians, connecting residents and visitors to parking, housing, and other destinations. To support this balanced and flexible vision, the alley segment between A block and B block is envisioned to support more functional alley infrastructure, while the segment between D block and C block adjacent to the Granada Theater is envisioned as a vibrant, active pedestrian-focused alley.

Existing Condition of the Alley



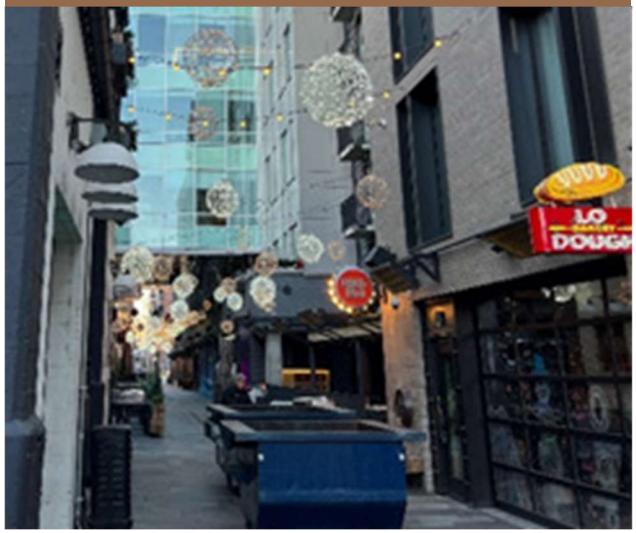
Existing Alley Gateway at Holt Avenue



Figure 2-7: Conceptual Illustration for the Alley



Precedent Imagery for the Alley



Precedent Imagery for the Alley





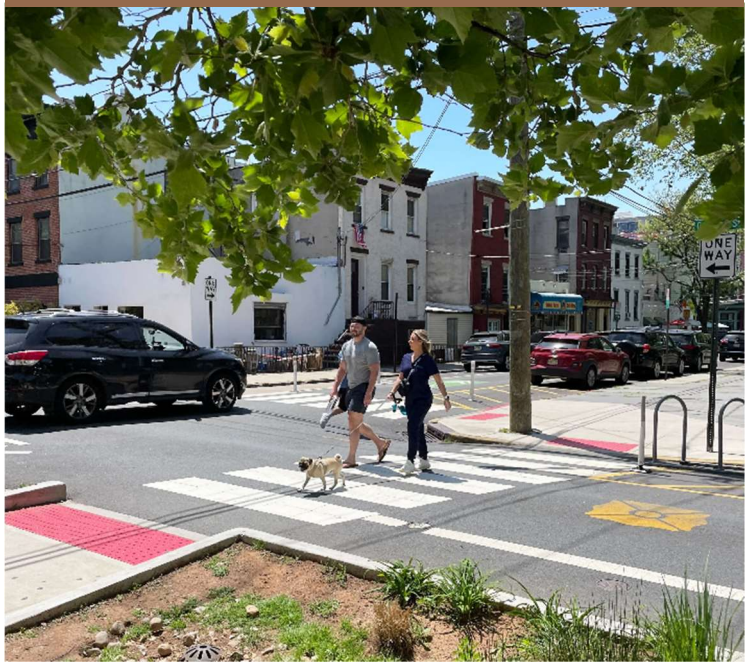
2.1.5 Laurel Avenue

As a neighborhood greenway, Laurel Avenue is focused on the comfort and safety of pedestrians and cyclists by providing a local connection and route from the Mixed-Use Retail Core and Mixed-Use Transitional subdistricts to the heart of downtown. Laurel Avenue's public realm design includes improvements of pedestrian-friendly features such as enhanced crosswalks, a mature tree canopy, pedestrian lighting, and landscaping, as shown in **Figure 2-8** (Conceptual illustration for Laurel Avenue). Laurel Avenue has a mix of three to four story mixed-use or residential buildings with active ground floor uses that contribute to the character of the street.

Figure 2-8: Conceptual Illustration for Laurel Avenue



Precedent Imagery for Laurel Avenue





3 District and Block Plan

The District and Block Plan for the PUD area establishes the following sub-districts and blocks as shown in **Map 4 (PUD Sub-Districts and Blocks)** and described in the following subsection:

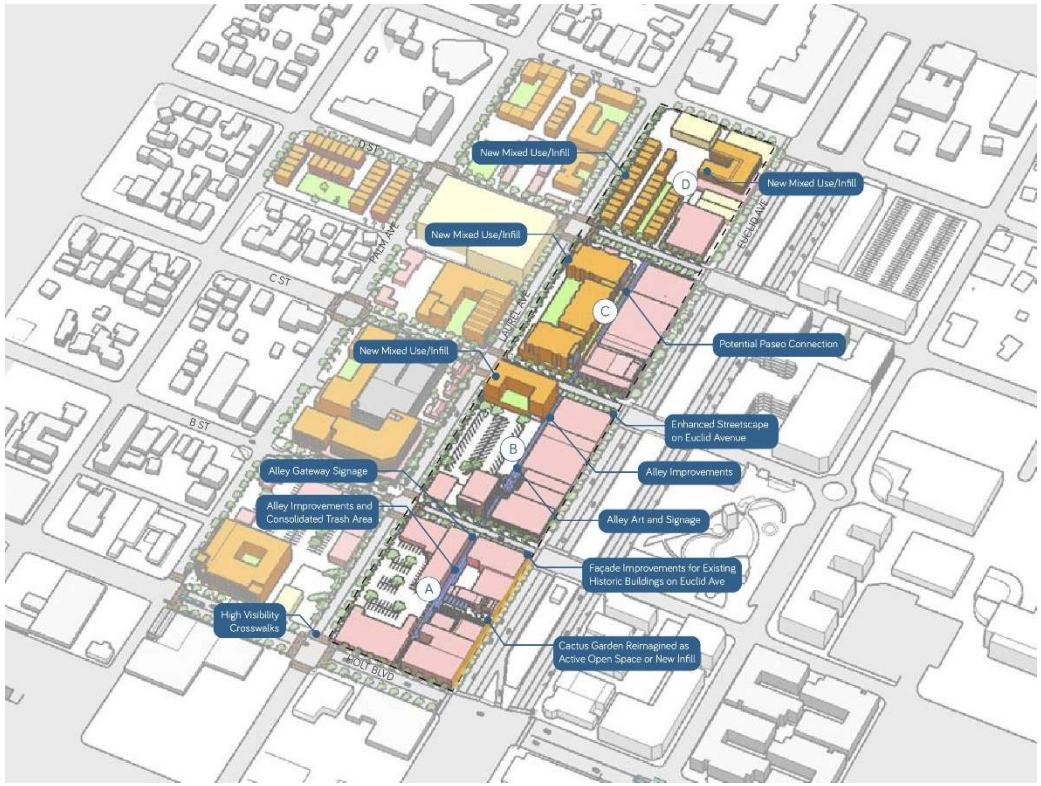
- **Downtown Mixed-Use Retail Core** sub-district encompasses Blocks A-D located between E Street to the north, Holt Boulevard to the south, Euclid Avenue to the east, and Laurel Avenue to the west.
- **Downtown Mixed-Use Transitional** sub-district encompasses Blocks E-H located between E Street to the north, Holt Boulevard to the south, Laurel Avenue to the east, and Palm Avenue to the west.
- **Downtown Residential** sub-district includes Block I located between D Street to the north, an alley connecting Palm Avenue and Fern Avenue to the south, Palm Avenue to the east, and Fern Avenue to the west.

Map 4: PUD Sub-Districts and Blocks



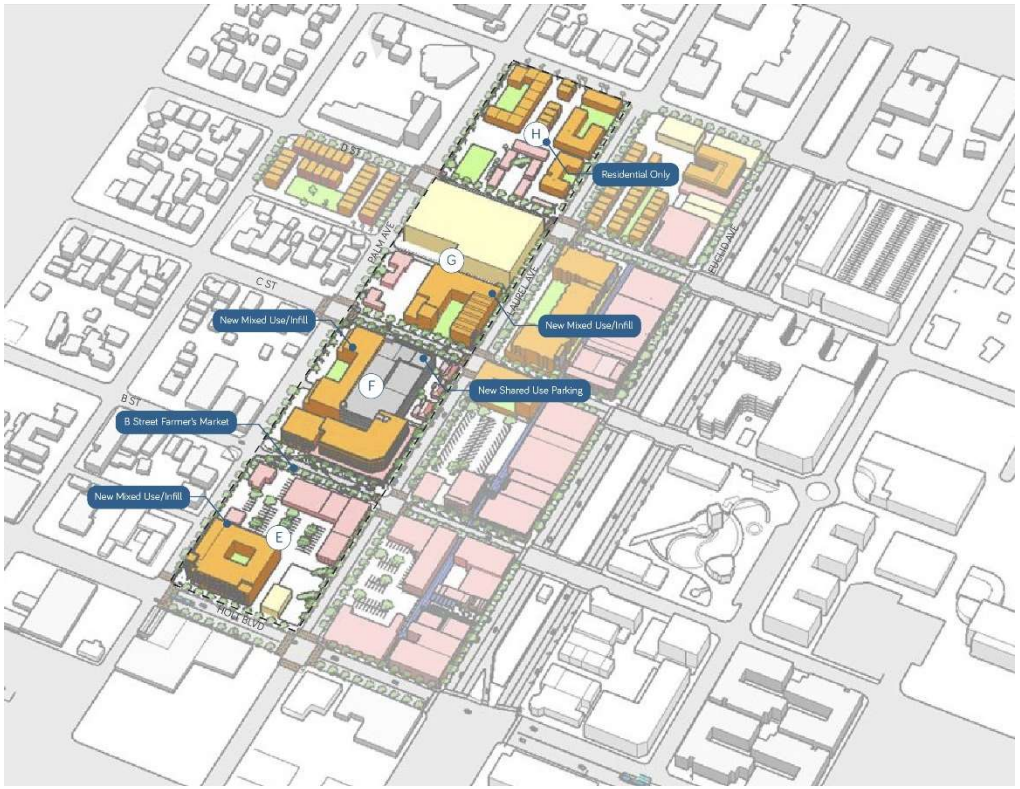
3.1 Downtown Mixed-Use Retail Core (Blocks A-D)

The Downtown Mixed-Use Retail Core sub-district encompasses Blocks A–D located between E Street to the north, Holt Boulevard to the south, Euclid Avenue to the east, and Laurel Avenue to the west. This sub-district includes blocks that front Euclid Avenue, the major north–south corridor within the PUD area that is envisioned as an 18-hour entertainment, shopping, and dining destination, and Holt Boulevard, a future multi-modal corridor. The purpose of the sub-district is to:



- **Enable a mix of commercial uses with strategic multi-family residential infill development** to support the creation of a vibrant mixed-use district where people can walk to a variety of neighborhood destinations.
- **Require active uses and active frontages along Euclid Avenue, B Street, Holt Boulevard, and the north–south alley** located between Euclid Avenue and Laurel Avenue through uses that generate pedestrian foot traffic, such as retail, restaurant, and entertainment, as well as design treatments that support a lively and comfortable public realm.
- **Along Euclid Avenue,** maintain **the visual character and development scale** of up to 45 feet (4 stories)not to exceed the height of historic buildings, such as the Granada Theatre to further protect and enhance the corridor as a major scenic and historic resource of the city.
- **Create an enhanced, vibrant, and active public realm and streetscape along Euclid Avenue** that is consistent with the existing elements located on the east side.
- **Promote safe and convenient multi-modal access** with enhanced public and private right-of-way that improves pedestrian and bicycle connectivity and encourages car-independent visits to and within downtown.
- **Provide a southern gateway on Holt Boulevard** and first-last mile improvements to support connections from the West Valley Connector Bus Rapid Transit (BRT) station at Holt Boulevard and Lemon Avenue to downtown.
- **Integrate shared infrastructure facilities,** such as parking, trash services, and open space opportunities to support new development and uses downtown.
- **Transform the north–south alley located between Euclid Avenue and Laurel Avenue, and the open space fronting Euclid Avenue on Block A referred to as the "cactus garden"** into publicly accessible open spaces for downtown users with activation, public art, and programming.
- **Create mid-block connections** along Euclid Avenue to provide greater porosity and pedestrian access to the alley.
- **Orient public artwork as part of new development within the public realm** to be visually and/or physically accessible to the public to showcase the culture and identity of downtown Ontario.

3.2 Downtown Mixed-Use Transitional (Blocks E-H)



The Downtown Mixed-Use Transitional sub-district encompasses Blocks E–H located between E Street to the north, Holt Boulevard to the south, Laurel Avenue to the east, and Palm Avenue to the west. The purpose of the sub-district is to:

- **Enable a mix of commercial uses and multi-family residential infill development that accommodates various housing typologies** that support the creation of a complete community and act as a transition from Downtown Mixed-Use Retail Core to existing residential neighborhood west of Palm Avenue. Support residential-only, multi-family infill housing in Block H.
- **Support development flexibility** by allowing vertical and horizontal mixed-use projects, as well as commercial and entirely residential projects. **Allow for variations in building height that respond to the surrounding context,** including lower heights along Palm Avenue in proximity to existing residential uses.
- **Enable greater height within the core of the sub-district** along Laurel Avenue of up to 50 feet (4 stories).
- **Encourage the transformation of Laurel Avenue into a neighborhood greenway** with pedestrian-scaled lighting, crosswalks and bicycle infrastructure, enhanced landscaping, and tree canopy to provide a safe and local connection for residents to downtown.
- **Introduce placemaking elements**, such as new suspended lighting, parklets, signage, landscape bulbouts, and enhanced crosswalks on B Street to enhance the sub-district and create an east–west "main street" with retail shops and services.
- **Orient public artwork as part of new development within the public realm** to be visually and/or physically accessible to the public to showcase the culture and identity of downtown Ontario.
- **Integrate shared infrastructure facilities, s**uch as parking and open space opportunities to support new development and uses in downtown.
- **Designate Block H exclusively for residential uses** to support additional multi-family housing that accommodates a variety of housing typologies.
- **Provide first-last mile improvements along Holt Boulevard** to support pedestrian and bicycle connections from the West Valley Connector Bus Rapid Transit (BRT) station at Holt Boulevard and Lemon Avenue to downtown.

3.3 Downtown Residential (Block I)

The Downtown Residential sub-district includes Block I located between D Street to the north, an alley connecting Palm Avenue and Fern Avenue to the south, Palm Avenue to the east, and Fern Avenue to the west. The purpose of the sub-district is to:

- **Support additional multi-family infill housing** that accommodates various housing typologies.
- **Ensure compatible development with surrounding low-scale residential neighborhood** through development and design standards.
- **Create height districts that respond to the surrounding residential neighborhood** and create transitions between new and existing development.



4 Zoning and Land Use Plan

The Land Use Plan for the PUD is organized by zoning districts which use the same boundary as the sub-districts established in Chapter 2. Zoning districts are defined and described in the following sub-section and shown in **Map 5 (Zoning Districts).**

4.1 Zoning Districts

4.1.1 Downtown Mixed-Use Retail Core (MU-RC)

The MU-RC Zone intends to:

a. Provide a variety of shopping, restaurant, entertainment, cultural offerings, and multi-family housing options within a mixed-use setting that promotes a vibrant district and pedestrian activity.

b. Reinforce and enhance Euclid Avenue's historic commercial character within Downtown Ontario through tailored ground floor uses that also support an active pedestrian environment, including retail, restaurant, and entertainment.

c. Support a diverse ground floor environment along Laurel Avenue through a mix of residential units and commercial uses, including residential units directly accessible from the sidewalk along all streets, except Euclid Avenue.









4.1.2 Downtown Mixed-Use Transitional (MU-T)

The MU-T Zone intends to:

a. Provide for a variety of neighborhood services and amenities and multi-family housing options within a mixed-use setting that promotes pedestrian activity.

b. Support a diverse ground floor environment through a mix of residential units and commercial uses that focus on the provision of community-serving uses that support a complete neighborhood.

c. Support projects that are entirely commercial, entirely multi-family, or a mix of the two, either horizontally or vertically configured.

d. Require new development on Block H to be residential-only projects through the establishment of a distinct subarea to support more multi-family housing in downtown within walking distance to destinations and amenities.



4.1.3 Downtown Residential (DR)

The DR Zone intends to:

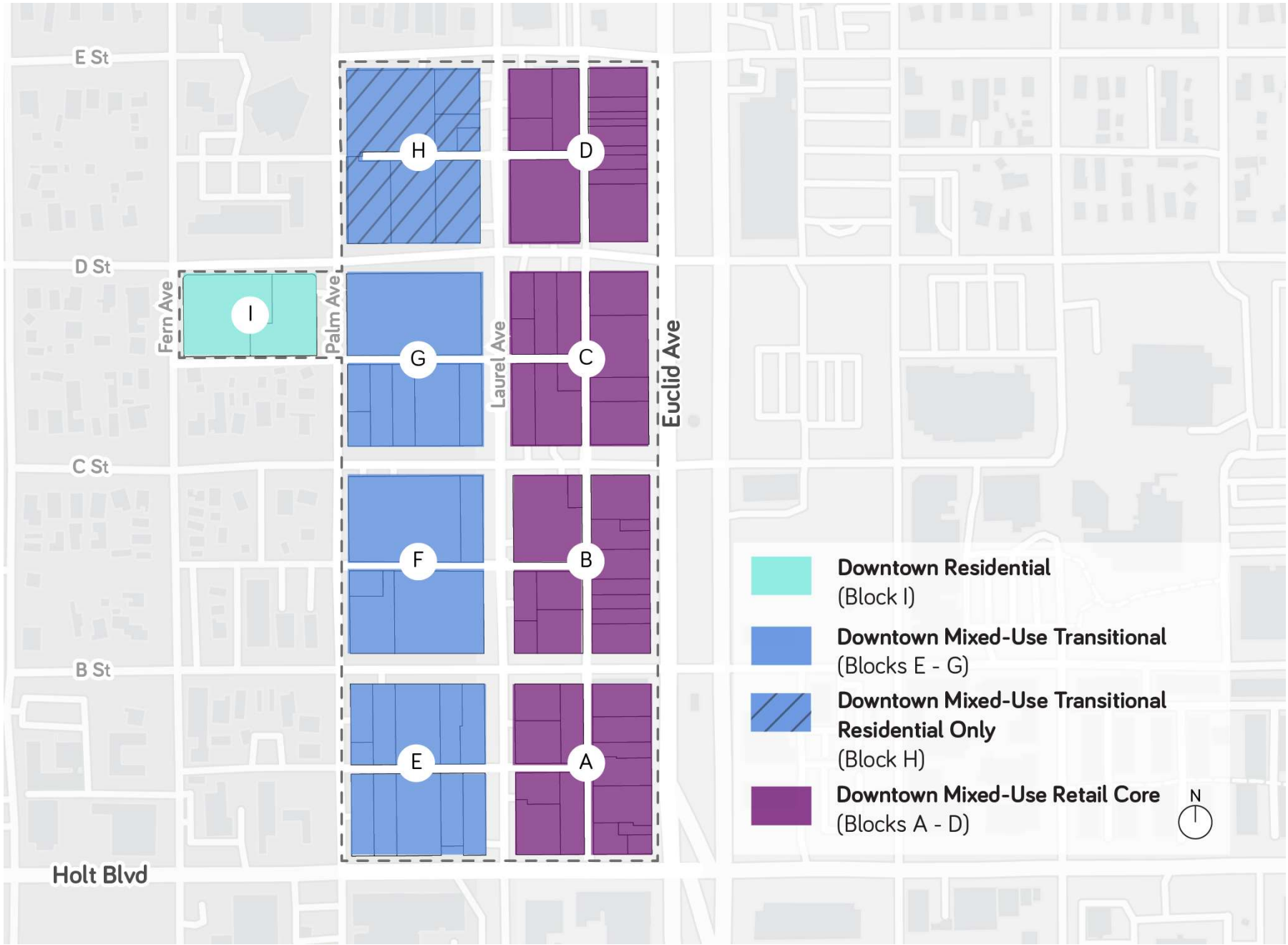
a. Provide a variety of multi-family residential housing options that create additional housing opportunities within Downtown Ontario and support residents who are within walking distance of services and amenities.







Map 5: Zoning Districts



4.2 Permitted Land Uses

Permitted land uses, activities, and facilities in the PUD area which are not addressed in the Ontario Development Code are listed in **Table 4-1** (Permitted Land Uses by Zoning District). Details and full descriptions of specific land uses, activities, and facilities within each land use category are found in the Ontario Development Code Section 5.01 Land Use Matrix; definitions are included in Division 9.01 (Definitions) of the Ontario Development Code.

The Downtown West PUD defers to existing allowed land uses, activities, and facilities for those parcels located within the boundaries of the LUA-1 (Euclid Avenue Entertainment) sub-district of the MU-1 (Downtown Mixed Use) and Euclid Avenue (EA) Overlay Zoning Districts established by the Ontario Development Code. The EA Overlay District is established to protect Euclid Avenue as a major scenic and historic resource of the City. Within LUA-1/MU-1, the Euclid Avenue Protection Corridor is established by the Ontario Development Code to restrict ground floor uses fronting Euclid Avenue to retail, restaurant, and entertainment uses per Table 5.02 Land Use Matrix and Figure 5.01-2: MU-1 (Downtown Mixed Use) Zoning District Land Use Map of the Ontario Development Code. Uses not allowed on the ground floor along Euclid Avenue but permitted within the MU-1 Zoning District may occupy the upper floors to create a mixed-use corridor.

This PUD extends the Euclid Avenue Protection Corridor ground floor use restrictions per Table 5.02 Land Use Matrix of the Ontario Development Code to B Street, Holt Boulevard, and sections of Laurel Avenue as identified in **Map 6**. In addition, this PUD establishes a ground floor use restriction for residential uses as listed in Table 4-1.

The symbols shown in **Table 4-1** have the following meanings:

Symbol	Description	ODC Section
P	Permitted	-
C	Conditionally Permitted	Section 4.02.025 (Conditional Use Permits) of the Ontario Development Code
L1	Residential land uses are not permitted on the ground floor within 35 feet of the property line in specific locations indicated by Map 6. Entries to upper floor or ground floor spaces behind the 35 feet are allowed.	-

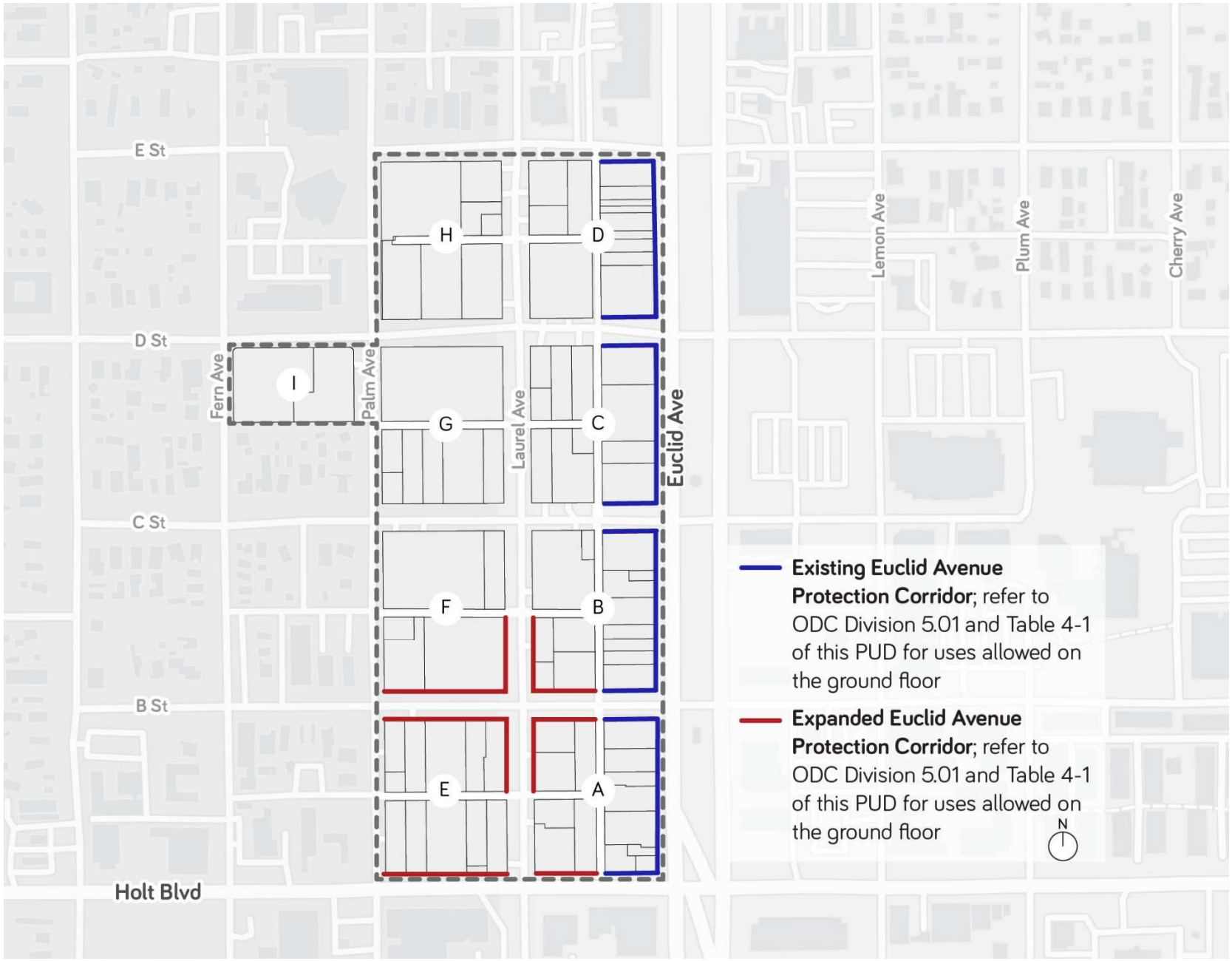
Promoting Ground Floor Land Use Flexibility

Aligned with the Euclid Avenue Protection Corridor, allowed ground floor uses along Euclid Avenue are limited to retail, restaurant, and entertainment uses per the Ontario Development Code. To further support and complement Euclid Avenue, this PUD establishes the same ground floor use allowances to portions of B Street, Holt Boulevard, and Laurel Avenue as shown in Map 6. However, to promote additional residential development in the PUD area and flexibility, this PUD establishes an additional ground floor restriction, L1, which indicates that residential uses are allowed on the ground floor beyond 35 feet of the property line as indicated in Table 4-1. L1 is intended to support development flexibility while ensuring that uses lining the sidewalk encourage pedestrian

Table 4-1: Permitted Land Uses by Zoning District

Uses		Zoning District			
	MU-RC	MU-T		DR	Additional Regulations/Notes
		Blocks E-G	Block H	Block I	
Residential					
Multiple Family Dwellings	P (L_1)	P (L_1)	P	P	
Senior Housing	P (L_1)	P (L_1)	P	P	
Townhomes	P (L_1)	P (L_1)	P	P	
Mixed-Use Developments (commercial developments incorporating single-family and/or multiple-family dwellings)	P	P	-	-	
Work/Live Unit	C	C	-	-	

Map 6: Ground Floor Land Use



5 Development Regulations and Guidelines

This chapter sets forth standards to govern the placement, height and bulk of permitted buildings and other structures, and to establish requirements for vehicular access, parking and loading, open space, landscaping, and signs for commercial uses to be incorporated into Development Plans. Unless otherwise stated herein, all development within the PUD area shall meet the applicable standards and requirements of the Ontario Development Code.

Guidelines and informational text are woven throughout this chapter to communicate design principles and desired features for the PUD area for relevant topic areas. Guidelines, which are recommendations, are listed in a separate box adjacent to the relevant development regulations, which are required, to provide guidance to business owners, property owners, homeowners, City staff, and design professionals for the development and/or rehabilitation of properties in the PUD area. The design guidelines included in this chapter are complementary to the Downtown Ontario Design Guidelines, which are included as Reference "C" of the Ontario Development Code, which establishes a set of architectural, graphic, and lighting design principles within the City's historic original downtown area, which includes the PUD area.

5.1 Applicability

The standards and guidelines established by this chapter shall apply to Development Projects (Project) within the PUD area for any new construction, addition, remodel, or reallocation requiring a building permit, encroachment permit, or other similar entitlement by the City.

Table 5-1 (Development Regulations Summary) provides an overview of development standards for the PUD area with references to specific sections, where applicable, for more detailed regulations and information.

Table 5-1: Development Regulations Summary Table

Standard	Zoning District		
	MU-RC	MU-T	DR
Density and Intensity			
Dwelling Units per Acre	25–75 DU/Acre		
Floor Area Ratio	2.0 FAR Commercial		
Building Height			
Allowed Height	**Map 8**		
Upper-Level Stepbacks	See Section 5.3.1		
Setbacks			
Street Setbacks	**Map 9**		
Other Setbacks			
Block A-G	None required		
Block H and Block I	**Table 5-2** (Minimum Setbacks)		
Minimum Building Separation	Individual buildings on the same lot must have a minimum separation of 10’ clear between structures. Other requirements for clearance between buildings as regulated by the Uniform Building Code.		
Allowable Encroachments into Required Setbacks	-	ODC Sec. 6.01-D.2 (Block H only)	ODC Sec. 6.01-D.2
Building Design			
Entrances			
Entrances			
Commercial	Along Euclid Avenue, Holt Boulevard, and B Street, all primary entrances for commercial uses shall be distinguished by architectural features or overhead projections, such as an awning or canopy.		
Residential	See Section 5.151		
Modulation			
Modulation	Projects shall provide a horizontal change in plane in the building façade of at least 1.5’ every 50’ linear.		
Transparency			
Blank Walls	Windowless expanses of walls shall not exceed 20’ length.		
Façade Articulation			
Façade Articulation	See Section 5.5.4		
Ground Floor			

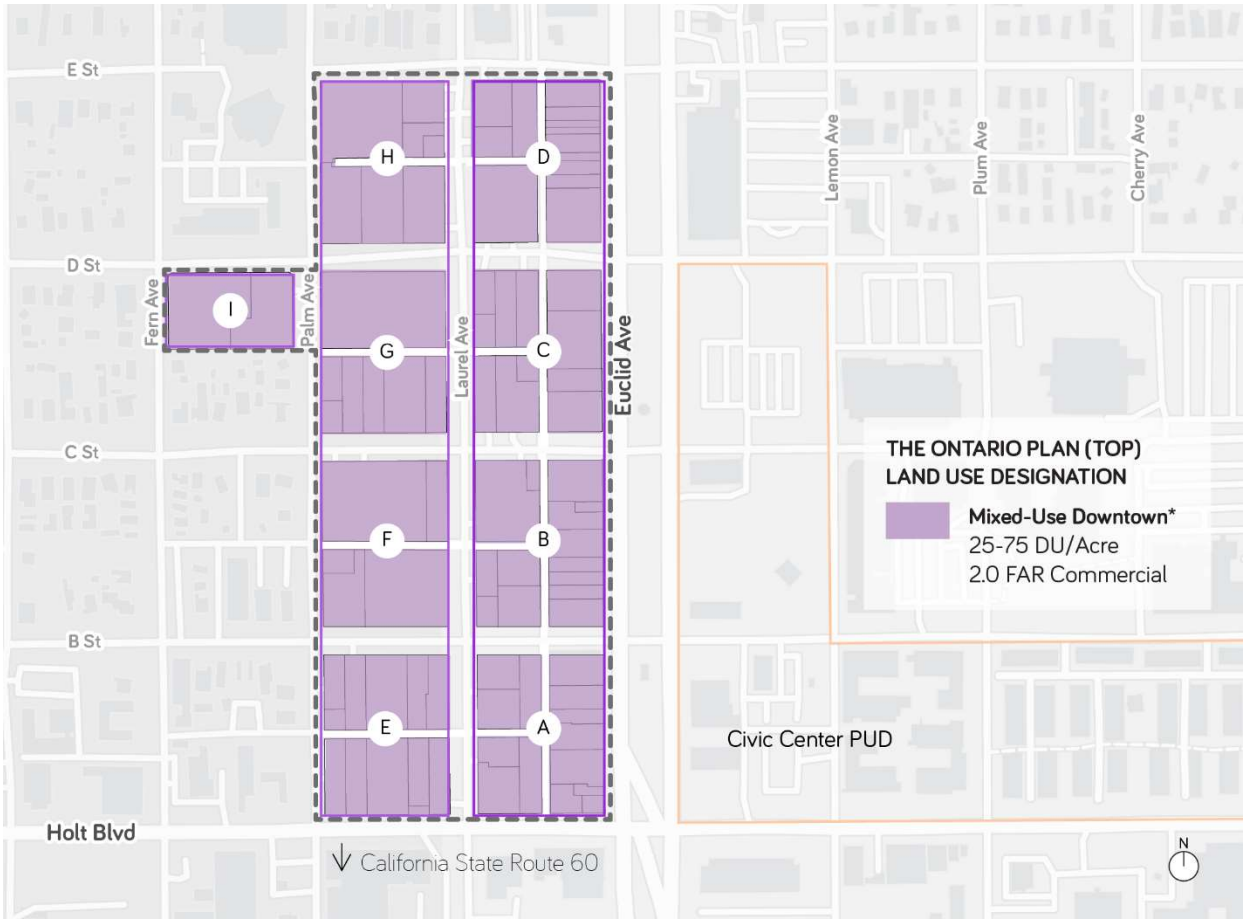
Materials	A durable base material (12- 15 inches high min./max.) such as brick, tile, exterior cement plaster, or pre-cast architectural concrete shall be used.
Transparency	
Commercial	Glazing shall be clear glass to permit clear views into the interior space for a minimum of 70% of the ground floor.
Residential	Glazing shall be clear glass to permit clear views into the interior space for a minimum and 15% for residential units on the ground floor.
Doors	All glass doors are prohibited. Glass doors with kickplates are required. No part of any open doors shall extend into the public right-of-way.
Varied Roofline	
Varied Roofline	See Section 5.156
Roof Decks	
Roof Decks	Shall be stepped back a min. depth of 5' from the roof edge.
Open Space	
Private and Common Open Space	
Minimum Average Amounts	Min. average 200 sq. ft. combined open space per residential unit required through a combination of either private open space or common open space. At least 90 percent of residential units shall provide private open space at a minimum of 40 square feet.
Types	**Private open space**: balconies, patios, and rooftops decks with direct access from residential unit. **Common open space**: passive and active, indoor, and outdoor spaces, open landscaped and hardscaped areas, and roof decks and patios if available to building community.
Minimum Dimensions	**Private open space**: 40 sq. ft., min. of 6' for any dimension thereof. **Common open space**: 15 sq. ft.
Paseos	
Requirements	See Section 5.158 (2)
Landscaping	
Requirements	Detailed Landscape and Irrigation Plan required for each Development Plan; see Section 5.5.9.
Vehicle Access and Parking	
Vehicle Access	
Vehicle Access	Driveway locations shall be consistent with the City of Ontario's Traffic and Transportation Guidelines. Max. of 1 vehicle access point permitted per parcel as approved by the City Engineer unless required by the Fire Department. No vehicle access shall be taken from Euclid Avenue, B Street, or Holt Boulevard.
Off-street Parking and Loading	
Surface Parking	Setback a min. of 20' from primary frontage, 10' from open space, and 7' from back of sidewalk
Layout and Design	See Section 5.1.11 (2.a.i)
Required Number of Parking Spaces	**Table 5-4** (Parking Requirements)

5.2 Density and Intensity

1. Density and Intensity. Residential densities (dwelling units per acre [du/ac]) and Floor Area Ratio (FAR) are defined for the PUD area by The Ontario Plan and designated as follows by zoning district, and shown in **Map 7 (Allowed Density and FAR):**

    a. Within the MU-RC, MU-T and DR Zones, the residential density range shall be 25–75 du/ac and maximum FAR shall be 2.0 for commercial uses; residential uses are only permitted on Block H and I.

Map 7: Allowed Density and FAR



5.3 Building Height

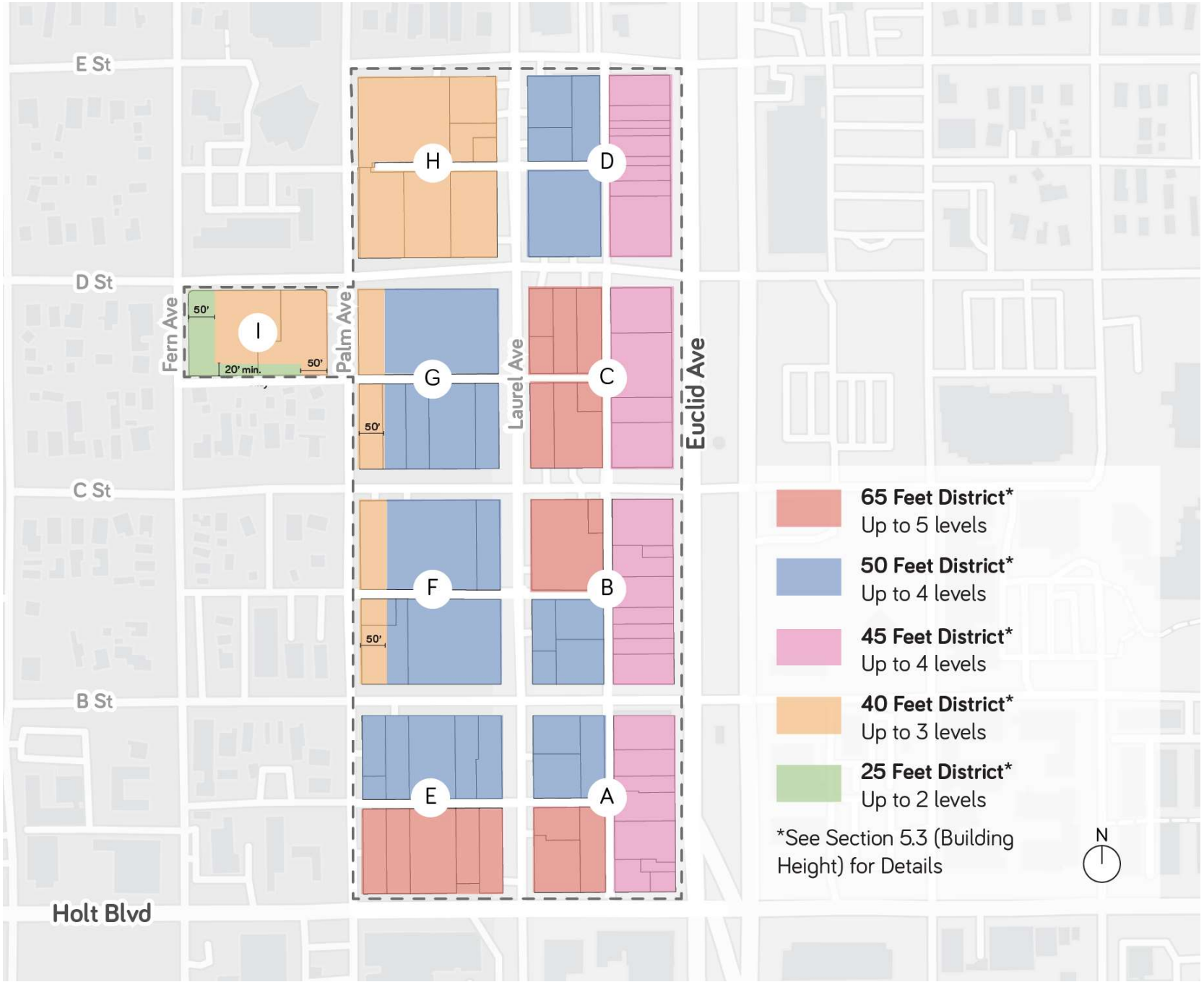
1. **Allowed Heights.** Total building height (to flat roofline or eave of roof) shall not exceed the heights specified in **Map 8 (Allowed Heights)** above the highest existing sidewalk elevation.
   a. **Architectural Projections.** Architectural projections, such as parapets, roofed towers and gable roofs, or elevator towers may extend up to 15 feet above the highest permitted height.
      i. **Rooftop Equipment.** Any rooftop mechanical, venting or communications equipment shall be built within or otherwise screened by the roof structure, so that they do not project above parapets and are not visible from any public rights- of-way or neighboring buildings.
   b. **Temporary Construction and/or Maintenance Machinery.** Temporary construction and/or maintenance machinery shall not exceed a height of 122 feet, measured from existing grade, unless approved by the Federal Aviation Administration.

Context Sensitive Building Heights

To implement the TOP and support the established maximum densities and intensities, block-specific height districts were created, which also respond to place-based conditions and goals. They include:

- Up to 65 feet (5 stories) along Holt Boulevard to create a southern gateway and enable additional height along this future multi-modal transit corridor to promote housing near transit, as well as along Laurel Avenue and west of the alley, between B Street (north of east-west running alley) and D Street, to focus height within the downtown core of the PUD area.
- Up to 50 feet (4 stories) along Laurel Avenue in strategic areas to focus height within the downtown core of the PUD area while responding to the existing scale and character.
- Up to 45 feet (4 stories) along Euclid Avenue with required 15’ upper story stepbacks to promote additions to historic resources while maintaining existing character.
- Up to 40 feet (3 stories) west of Laurel Avenue and north of D Street (Block H), as well as along Palm Avenue to support mid-rise multi-family residential projects and respect neighboring lower-scale residential.
- Transitional height districts are in place to reduce height of development surrounding residential neighborhood to the west of the PUD boundary for parcels fronting Palm and Fern Avenues.

Map 8: Allowed Heights



5.3.1 Upper-Level Stepbacks

1. **Upper-Level Stepbacks.**
   a. **Alley.** Projects with property lines that front the alley between C Street and D Street, connecting Palm Avenue and Fern Avenue, shall not exceed the height established in **Map 8 (Allowed Height)** before stepping back a minimum depth of 10 feet as measured from the existing façade.
   b. Uses allowed within the stepback include:
      i. Private Open Space (e.g., balconies, terraces);
      ii. Shade structures, trellises, and similar;
      iii. Green roofs and photovoltaic panels (screened by parapet roof); and
      iv. Other open space features per the Approving Authority.
2. **Upper-level Additions to Designated Historic Buildings.** Upper-level additions to buildings that have been identified as historic resources shall stepback a minimum depth of 15 feet as measured from the existing façade. See **Section 5.3.1 (1.b)** for the list of uses allowed with the stepback.



5.4 Setbacks

1. **Street Setbacks.** Projects shall comply with the street setbacks set in **Map 9 (Street Setbacks).** Street setback ranges establish a minimum and a maximum. Street setbacks are measured from the property line (back of sidewalk) to the building or structure. Property line(s) along public streets are subject to right of way dedication as required per the City Master Plan of Streets and Highways and Street Standard Drawings.

    a. **Minimum Setback for Ground Floor Residential Units.** Where residential units on the ground floor are allowed per **Table 4-1 (Permitted Land Uses by Zoning District**), a minimum setback of 5 feet is required.

    b. **Setback Features.** Features allowed within the street setback may include:

        i. Landscaping and planters;
        ii. Hardscape (e.g. stoops, patios);
        iii. Shade structures;
        iv. Arcades and galleries;
        v. Walls and fences per ODC Sections 6.02.020 and 6.02.025;
        vi. Seating and furniture;
        vii. Outdoor dining; and
        viii. Other open space amenities per the Approving Authority.

Street Setbacks

Street setbacks are established as ranges to support flexibility while responding to sub-district visions and the allowed uses on each block. They include:

- 0-3 feet setback to support existing commercial-only ground floor character and active public realm while promoting some variation.
- 3-10 feet min/max setbacks to support a commercial or residential ground floor character while promoting some variation.
- 5-10 feet min/max setbacks to support a residential-only ground floor character.

2. **Other Setbacks.**

    a. **Blocks A-G.** None required.

    b. **Blocks H and I.** All other required setbacks are listed in **Table 5-2 (Minimum Setbacks and Building Separation).**

3. **Minimum Building Separation.** Discrete buildings on the same lot must have a minimum separation of 10’ clear between structures. Other requirements for clearance between buildings as regulated by the Uniform Building Code.

Table 5-2: Minimum Setbacks

Location	Requirement
All Blocks	
Street Setbacks	See **Map 9 (Street Setbacks)**
Blocks A-G	
Other Setbacks	None required
Block H and Block I	
Interior Side	5’
Rear Setback	5’
Porches, Patio Covers, and Similar Architectural Projections[1]	See ODC Sec. 6.01 (Exceptions to Development Standards – Encroachments into Required Setback Areas)
Private Drives/Alleyways (from edge of drive aisle)	
Living Area	10’
Garages and other Nonhabitable Structures	5’
Dwellings to Parking Spaces	
Living Area	10’
Garages and other Nonhabitable Structures	5’
Parking Space or Drive Aisle to Wall or Fence	5’

[1] No projection may encroach into any required easements.

Map 9: Street Setbacks



5.5 Building Design

5.5.1 Entrances

1. **Entrances.** A minimum of one primary entrance shall be located on the primary frontage of each building and open onto a sidewalk or other public space. All primary entrances shall include a minimum of one lighting fixture designed to provide illumination of pathways for pedestrians.

    a. **Commercial**. Along Euclid Avenue, Holt Boulevard, and B Street, all primary entrances for commercial uses shall be distinguished by architectural features or overhead projections, such as an awning or canopy.

    b. **Residential.** In locations where dwelling units are allowed on the ground floor abutting a public or private street per **Table 4-1 (Permitted Land Uses by Zoning District)** and **Map 6 (Ground Floor Land Use),** the primary entryway (front door) shall be oriented toward the street. Where there is a physical site constraint, provide a clearly identifiable pedestrian entry to the site from the street.

        i. **Upper Floor Entries.** Entries to upper floor residential uses shall not front Euclid Avenue. When located on other street frontages with ground floor use restrictions per **Table 4-1 (Permitted Land Uses by Zoning District)** and Map 6 **(Ground Floor Land Use)**, the visible entry shall be no wider than 15 feet to avoid disturbing the rhythm of the retail spaces.

Designing Visual Interest and Complementary Building Materials

Building façades that articulate a mixture of horizontal and vertical projections help to visually break up the building mass into varying modulations and identified clusters to create visual interest.

Building exterior treatments including brick and smooth stucco finishes that complement the historic character of the PUD area are encouraged.



5.5.2 Modulation

1. **Modulation.** Projects shall provide a horizontal change in plane in the building façade of at least 1.5 feet every 50 linear feet. The Approving Authority may approve alternate exterior building designs that achieve the City's desired variation in building massing.

5.5.3 Transparency

1. **Blank Walls.** Windowless expanses of walls shall not exceed 20 feet in length.

5.5.4 Building Façades

1. **Window Treatments.** All windows shall have a recess minimum of 2 inches from the building wall plane. Window trim shall not be counted towards recessed minimum.

2. **Façade Articulation.** Façades facing a public or private street, the project perimeter, and all portions of exterior building elevations shall provide a minimum of two (2) of the following façade articulation techniques:

   a. Change in exterior building materials to include at least two high quality building façade materials that accentuate or correspond to variations in building massing. Building materials may include, but are not limited to wood, glass, brick, metal spandrel, cement board siding, tile, or other material acceptable to the Approving Authority.

   b. Porticos, awnings, terraces, balconies, eyebrows, or trellises of at least 12 inches in depth that provide variations in the building plane.

   c. A break in the façade plane of at least 8 inches in depth, which is applied to at least 10 vertical feet of the facade.

   d. Other additional architectural enhancements that create a human scale to the building. Examples include handrails, fixed planters, and ornamental details such as lighting, molding, tiles, or other similar design elements acceptable to the Approving Authority.

   e. **Encroachment.** Awnings, canopies, residential balconies, commercial signs, and decorative architectural elements may encroach into the public rights-of-way for a maximum of 4 feet.

Traditional Building Style

Traditional building styles are common in Downtown Ontario. To align with this traditional style, glass doors with a kickplate are encouraged for new development.



5.5.5 Ground Floor

1. **Materials.** A durable base material (12- 15 inches high min./max.) such as brick, tile, exterior cement plaster, or pre-cast architectural concrete shall be used.

2. **Transparency.**

   a. **Commercial.** Glazing shall be clear glass to permit clear views into the interior space for a minimum of 70% of the ground floor to create a traditional storefront. Display windows shall be kept free from all visual obstructions into the store itself, reflective tinting and mirrored glass is prohibited. Even if the business is a non-retail business, the windows shall be kept unobstructed to maintain appearance of facade and retail continuity along the sidewalk. To manage heat, glare, and Ultraviolet light (UV) energy, window tinting with 70% Visible Light Transmission (ULT) or greater may be allowed with approval from the Planning Department. Roll up window shades, or similar, may also be used during day light peak hours and for no

more than 4 hours per day. Installation of security gates over storefronts are prohibited. Installation of security gates behind storefronts located within the interior may be considered with approval from the Planning Department.

b. **Residential.** Glazing shall be clear glass to permit clear views into the interior space for a minimum 15% for residential units on the ground floor.

3. **Doors.**

a. All glass doors are prohibited.

b. No part of any open doors shall extend into the public right-of-way.

5.5.6 Varied Roofline

1. Any Project with a façade exceeding two stories in height, which faces a public or private street, shall be provided with an articulated roofline incorporating at least two of the following design elements:

a. A roof with a slope equal to or greater than 3 inches of rise for every 12 inches of run, including but not limited to a sloped or curved roofline at the top of the dwelling.

b. An open deck having a minimum clear area of 6 feet in depth and 8 feet in width.

c. A flat roof with a minimum of 2 feet vertical height difference for a minimum of 10 horizontal feet along the roofline of each building façade.

d. A vertical break in the façade plane of at least 1.5 feet in depth, which extends up and through the roofline.

e. Any form of roofline variation incorporating a change or break in roof plane, such as horizontal recesses, incorporation of dormers, or other similar design elements acceptable to the Approving Authority.

5.5.7 Roof Decks

1. Roof decks shall be stepped back a minimum depth of 5 feet from the roof edge to prevent direct views of abutting residential neighbors.

5.5.8 Open Space

1. **Private and Common Open Space.** Private and common open space shall be provided for passive and active recreation opportunities within each project site intended for the use of the on-site residents and their guests.

a. **Minimum Average Amounts.** A minimum average of 200 square feet of open space per residential unit is required through a combination of either private open space or common open space. At least 90 percent of residential units shall provide private open space at a minimum of 40 square feet.

i. Off-street parking spaces, drive aisles, driveways, loading areas, service areas, or street setbacks shall not be included in minimum open space calculations.

b. **Types.**

i. Private open space may include balconies, screened patios, and rooftop decks or in any combination thereof, and shall have direct access from each residential unit, intended for the exclusive use by the occupant of the residential unit and their guests.

i. Common open space may include passive and active, indoor, and outdoor spaces, recreational spaces, open landscaped and hardscaped areas with fountains, seating, fire pits, or play structures, pool, and indoor fitness center. Other open space provided can include roof-top decks and patios available to the building community.

c. **Minimum Dimensions.**

i. A minimum area of 40 square feet with a minimum dimension of 6 feet in each direction shall be required for private open space.

ii. A minimum dimension of 15 feet in each direction shall be required for common open space.

2. Paseos.

a. **Dimensions.** Paseos shall have an average width of 22 feet, a minimum width of 15 feet, and a minimum clear pedestrian path of 5 feet.

b. **Access.** Paseos shall be physically and visually accessible from the connecting public sidewalk.

c. **Elevation.** Paseos shall be at ground level and ADA accessible.

d. **Blank Walls.** Windowless expanses of walls lining paseos shall not exceed 20 feet in length, or be mitigated using one the following techniques:

i. Green wall, vines, or other vertical landscaping element that covers a minimum of 75 percent of the non-conforming blank wall area.

ii. Public art, including but not limited to, murals.

Residential Paseos

Paseos are encouraged for townhomes in the PUD area to provide internal access for pedestrians and break up building massing.



5.5.9 Landscaping

1. **Detailed Landscape and Irrigation Plan.** A detailed Landscape and Irrigation Plan, fulfilling the requirements listed in the City of Ontario Landscape Development Guidelines and the Ontario Development Code, shall be submitted with each Development Plan. The plan shall specify all landscape and hardscape elements of the common open space area, as well as the perimeter yards abutting the street rights-of-way and all street trees and irrigation. The final plan shall also show the location of all ground level utility boxes and mechanical equipment, along with methods of screening such devices from the public right-of-way and adjacent residences, where possible. A detailed Landscape and Irrigation plan shall be required prior to the issuance of building permits.

    a. Water Conservation in Landscaping Act Requirement. The detailed Landscape and Irrigation Plan shall comply with the Water Conservation in Landscaping Act of 2006 (AB 1881), commencing with the California Government Code Section 65591.

5.5.10 Vehicle Access and Parking

1. **Vehicular Access.** A maximum of 1 vehicular access point is permitted per parcel per the City of Ontario's Traffic and Transportation Guidelines as approved by the City Engineer unless required by the Fire Department.
    a. No vehicular access shall be taken from Euclid Avenue, B Street, or Holt Boulevard.
2. **Off-Street Parking and Loading.** Off-street parking and loading shall conform to the standards set forth in Division 6.03 (Off-Street Parking and Loading) of the Ontario Development Code.
    a. **Exceptions:**
        i. **Layout and Design.**
            1. **Surface Parking.**
                a. **Location.** Off-street surface parking shall be located to the rear of the interior side of a building and away from public streets.
                b. **Screening and Landscaping.** Parking areas shall be screened from public streets and adjacent parcels, except for access and driveways, using one or any combination of the methods listed below:
                    i. Walls and fences. Low profile walls or fences consisting of brick, stone, or stucco for a minimum of 3 feet and a maximum of 3.5 feet in height. Plain concrete blocks, chain-link, or vinyl fencing are prohibited for screening purposes.
                    ii. Planting. Plant materials consisting of compact evergreen plants that form an opaque screen that achieves a minimum height of 2 feet within 18 months after initial installation.
            2. **Structured Parking.** All off-street and above ground parking structures shall be screened from public streets and designed to be compatible with the architectural character and quality of adjacent buildings.
                a. **Ground Floor.** The ground floor level of any off-street and above ground parking structure shall use one or any combination of the methods listed below:

i. **Wrap.** Wrapped by habitable floor area, except for permitted entrances and exits, so that no portion of such facility is visible from adjacent public sidewalks or publicly accessible areas. Such habitable floor area shall have a minimum depth of 35 feet, as measured from the building façade.

ii. **Landscaping.** Landscaping for a minimum of 60 percent of the ground floor level of the structure's street frontage, excluding areas occupied by driveways and portions occupied by habitable floor area.

iii. **Screening.** Screening for a total of at least 50 percent of the ground floor façade, including permitted signs, graphic or sculptural art, decorative screening or latticework.

b. **Utility Transfer Boxes.** Placement of utility transfer boxes within a parking structure is prohibited.

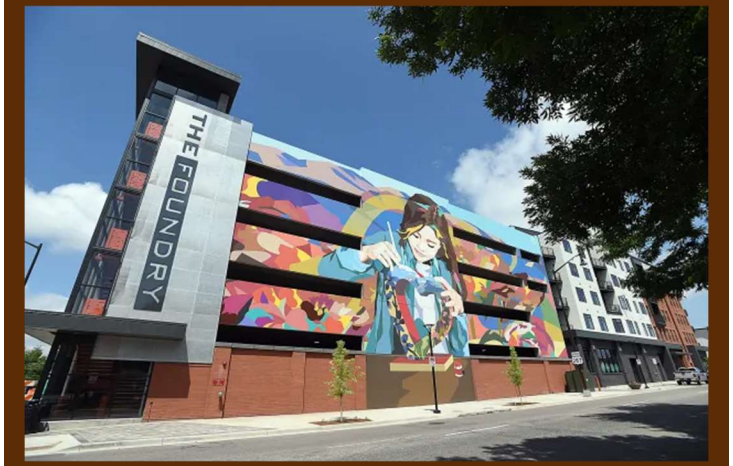
3. **Residential Tandem Parking.** Allow up to 50% tandem spaces for required parking for residential uses. Tandem parking shall be limited to a two (2) car maximum. Both spaces in the tandem arrangement shall be assigned to the same dwelling unit. Handicapped and guest parking spaces shall not be in tandem.

ii. **Required Number of Parking Spaces.** The number of off-street automobile parking spaces required are listed in **Table 5-3 (Parking Requirements)** based on general use classification, and subject to the following requirements:

1. All required residential parking spaces shall be provided on-site.
2. Commercial and visitor parking may be considered for off-site location within a public facilities or on-street with a parking demand and supply study approved by the Planning Director.
3. Parking for dwellings shall be provided on-site and guest parking may be provided on-street and off-site.
   a. Off-site parking requirements are subject to the following conditions:

Parking Structure Design

Design standards for parking structures are intended to minimize the visual impact on the public realm. Treatments such as landscaping and screening, as well as wrapping the parking structure with active uses, such as retail or restaurants, can help to activate the ground floor of the structure adjacent to the sidewalk. Parking structures can also include decorative screening and art, such as murals, to complement the building design.



Source: Loveland Reporter-Herald

i. On-street parking shall not be used for required resident parking.

ii. On-street parking shall only be counted along the public streets that are within approximately four blocks from the project site.

iii. On-street parallel parking spaces shall be calculated by the length of unobstructed curb adjacent to the project site.

iii. Parking Management Plan: A parking management plan shall be submitted to the Planning Director for approval to ensure that tandem parking spaces will be assigned to residents of the same dwelling unit.

Parking in Downtown Ontario

A park once strategy is encouraged in Downtown Ontario in which business patrons and visitors park in a single location and make multiple trips on foot, given the pedestrian-oriented nature of the area. Public transit is also available in Downtown Ontario, with an existing bus stop located in the northeast corner of Euclid Avenue and D Street for Omnitrans Route 83. Additionally, located near Euclid Avenue on Holt Boulevard is Omnitrans Route 61 which has been identified as the future West Valley Connector Bus Rapid Transit (BRT).

Table 5-3: Parking Requirements

Use	Number of Spaces Required
Residential	1 space per bedroom up to two bedrooms 2 spaces per unit for three bedrooms and above 0.20 spaces per unit for guest/visitor parking
Commercial	1 space per 250 square feet gross floor area for all permitted or conditionally permitted use

5.6 Signs

1. **Master Sign Program.** A Master Sign Program shall be submitted for approval by the Planning Department, prior to issuance of a building permit, for new development or adaptive reuse projects. The sign program should be consistent with the Downtown Ontario Design Guidelines and the Development Code, and shall include tenant signs, pedestrian signs, directional signs, historical markers, etc. as needed.

Signs for Downtown Ontario

Sign programs that utilize complementary materials, colors, and themes that draw from existing buildings and Downtown Ontario, and consistent with the Downtown Ontario Design Guidelines, are encouraged. Specifically, themes for sign programs should be aligned with the Downtown Ontario Design Guideline's Historic Preservation Retail Subdistrict for the PUD area. Signage should be designed to effectively communicate and direct users to various aspects of the development, including amenities, such as publicly accessible open space or paseo connections, and complement the overall character of the buildings. Examples of existing buildings and signs that represent the existing character of Downtown are shown below for reference.









5.7 Service Facilities

1. **Electrical Equipment.** Electrical equipment shall be mounted on the interior of a building or mitigated through being enclosed and screened from public streets with walls, fencing, and/or landscaping that allows for sufficient ventilation or buried in vaults.
2. **Antenna Pole or Dish.** No antenna pole or dish shall be placed on any structure so that it is visible from ground level.
3. **Service and Storage Areas.**
    a. Locations, sizes and design of service and storage areas shall be readily accessible by trash disposal company equipment and work crews, as reviewed and approved through the Development Plan Approving Authority.
        i. **Commercial.** Trash receptables/recyclable container storage areas shall be provided for all commercial uses. When located within the ground floor parking structure area, storage areas may be partially enclosed.
        ii. **Residential.** Trash receptacles/recyclable container storage areas shall be provided for all residential uses, within the ground floor parking area or within an enclosed room inside the buildings. When located within the ground floor parking structure area, storage areas shall be full enclosed.

5.8 Infrastructure

It is important that projects maintain and enhance the quality of life for residents and consumer alike, and that new projects enhance the community within which it is built. To that end, all projects constructed within the City shall be properly served by a full array of utilities – water, sanitary sewer, storm drain, electrical, gas, telecoms, data, etc. The properties within the boundary of this PUD shall be served by existing water lines and wastewater flows and/or upgraded to satisfy the required capacities as determined by the City and its service purveyors/agencies, including the Fire Department. If existing utilities do not exist to service the project, the project may be required to install new utilities and/or extend existing utilities as needed to provide service. Existing utilities are also subject to improvement, such as removal and replacement or upsizing, to meet demand. On-site stormwater drainage facilities shall be provided consistent with the San Bernardino County Stormwater Program's Water Quality Management Plan (WQMP) requirements for new development projects. Stormwater capture and infiltration facilities may include the utilization of vegetated swales, depressed landscaped basins, pervious concrete pavement, and/or underground stormwater retention/infiltration vaults.

The properties within the boundary of this PUD are considered a Priority Land Use (PLU). A PLU shall comply with the statewide Trash Provisions adopted by the State Water Resources Control Board (SWRCB) and trash requirements in the most current San Bernardino County Area-Wide MS4 Permit. Drainage from the PLU shall be designed with conveyance tributary to a Full Trash Capture System which has been approved by the SWRCB.

5.9 Historic Preservation

5.9.1 Brief Development History of Ontario and the PUD Area

Downtown Ontario and Euclid Avenue - 1885



The City of Ontario was established in 1881 when George and William Chaffey purchased 6,218 acres of land to develop a community called the Ontario Colony. Initially the colony was surrounded by undeveloped land, Southern Pacific Railroad tracks to the south, and the Kincaid Ranch and San Antonio Canyon to the north. The two-hundred-foot-wide Euclid Avenue and landscaped parkway were developed along eight miles through the community from San Antonio Heights at the base of the San Gabriel Mountains south to the Southern Pacific Railroad Tracks. The median was landscaped Pepper trees and Palm trees and the street and curb were made of granite cobble stones. Likewise, miles of cement pipes were laid to provide water to the town. Land in the community became available for purchase by November 1882. Settlers were given a provision of water that is proportional to their land acreage, an innovation in city planning that alleviated problems settlers faced elsewhere. By 1886, the Chaffey brothers sold their interest in Ontario to Charles Frankish and moved to Australia to develop similar planned community. Frankish expanded the town and formed the Ontario Land and Improvement Company. The Downtown Area of Ontario encompassing the PUD area developed as an extension of the original irrigation system and subdivision grid established by the Chaffey Brothers in 1881 (City of Ontario 2023a; City of Ontario 2013: 1; Arroyo Group 1998: 4).

In 1891, Ontario was incorporated as a city and adopted a City Council. The City's industry was primarily focused on agriculture and much of the area contained citrus groves. In addition to citrus, the harvest of peaches, walnuts, and grapes were prominent in Ontario (City of Ontario 2023a). The City's location included a gradual incline that provided the ideal landscape for gravity irrigation that supported the areas agricultural. As an Act of Congress of the Unites States, Ontario was declared the "Model Colony" in 1903 because of its high standard of urban development and innovative planning (City of Ontario 2023b).

5.9.1.1 Commercial Development

The majority of Ontario was agricultural during the late 1880s into the 1930s, when much of the city was undergoing large-scale residential, commercial, manufacturing and civic development. Commercial buildings from this period, such as the Old City Hall (built in 1937), Citizens Bank Block (built in 1895) and the Frankish Building (built in 1916), display the Period Revival styles such as the Italianate and Mediterranean style as well as brick commercial buildings (City of Ontario Planning Department 2012). The major commercial throughfares running east to west or north to south through the community were established to accommodate the infrastructure needs of a growing population and the inhabitants of the new single-family residential tracts, to the north, east and west of the downtown, constructed during the 1920s, to the 1940s.

Development of the city's downtown and the PUD area during the 1950s saw the construction of single-story Modern style commercial buildings or facade rehabilitation of existing storefronts to "modernize" the aesthetics in downtown in an attempt to compete with new low-rise strip commercial style centers

located outside of the downtown. Some of the former residential buildings constructed in the Victorian style were converted to commercial use. It was common that styles typical for residential buildings were used for the new construction of commercial buildings. Commercial buildings located near residential neighborhoods often exhibit a small scale, one-story height, a front yard setback, low-pitched roof, and large windows (City of Ontario 2013: 2).

5.9.1.2 Residential Development

Early residential development in Ontario began with the establishment of the Ontario Colony in 1881. After land became available for purchase in 1882, a purchaser would buy a lot within the tract and construct residences in whatever architectural style and size of their choosing. Often these rural residences were associated with agricultural property as well, and an electric railway along Euclid Avenue provided efficient travel between the scattered properties (City of Ontario 2023a; City of Ontario 2013: 1; City of Ontario 2005: 1).

After the Ontario Land and Improvement Company in 1886, the development of Victorian style large single-family residences occurred along Euclid Avenue, Holt Boulevard (A Street), and on Emporia Avenue (known as Developer's Row). During the early 1900s, small and large sized Victorian style homes were constructed in the neighborhoods located north and west of the project area. Soon the Craftsman style homes became the predominant style until 1920. The boom of the 1920s saw an increase in residential development further away from the downtown core as the oil, citrus, and tourism industries increased. During the Great Depression, homes were generally constructed with less decoration in a more modest style. Although jobs associated with construction funded by the WPA spurred population growth during the late 1930s, the 1940s saw a decline in construction until 1944 when the city's industry shifted to post-war production. Nearly 743 new residences were constructed by 1946 often in the Early Post War Tract, Minimal Traditional, and Ranch styles (City of Ontario 2013: 2).

By the 1950s, development of the city's downtown saw the demolition and replacement of many of the Victorian style residences along Euclid Avenue, the retail corridor. Some homes were converted to commercial uses while other were replaced with mid-century modern commercial buildings or relocated elsewhere in the city (City of Ontario 2013: 2). However, many of the historic Victorian and Craftsman homes located in the Downtown West neighborhood have been preserved and are present today.

5.9.2 Relevant Regulatory and Guidance Document References

The following section provides an overview of the relevant documents that are utilized by the City to determine findings related to the suitability of construction activities in the plan area. To ensure that any proposed project within the plan area involving new construction (infill), addition, alteration or demolition (full or partial), a Certificate of Appropriateness is required to ensure the preservation of the historic resource and any surrounding resources including their character defining features and integrity (see section 6.9.3.3 below). Additional reference documents and resources for historic preservation guidance are provide in **Section 8.1.**

5.9.2.1 Local Historic Preservation Ordinance

Ontario's Historic Preservation Program seeks to preserve and protect the significant architectural, historical, and cultural resources, which reflect Ontario's unique character and heritage. Planning staff along with the Historic Preservation (HP) Commission and the Historic Preservation Sub-Committee, who are appointed from the HP Commission, review all historic preservation applications, including proposed alterations to the exterior of historic buildings and alterations to public improvements, such as street trees that are located within Ontario's historic neighborhoods. The Historic Preservation Program implements the Historic Preservation Ordinance by processing Certificates of Appropriateness or Waivers for minor alterations, restoration, and rehabilitation, Landmark Designations for

local, state, and national registers, historic property evaluations, historic property surveys, and ensuring environmental compliance. The Program offers incentives for historic preservation such as the Mills Act Contract (Preservation Agreements), bronze plaques, the use of the California Historic Building Code, and the City Council hosted Model Colony Awards for historic resources within the City. Staff is currently preparing an Adaptive Reuse Ordinance (ARO) to further incentive preservation of historic buildings. Additionally, the City coordinates and collaborates with the local non-profit Ontario Heritage and other organizations to promote, inform, educate, and celebrate historic preservation and the program.

In 1983, a group of volunteer citizens, under the leadership of a qualified historic resource consultant, and funded by the State of California Office of Historic Preservation, surveyed nearly three thousand properties within the City that were at least fifty years of age at the time. Intensive level surveys and nominations were completed and submitted to the Office of Historic Preservation and the National Register of Historic Places for hundreds of properties thought to be historically eligible for designation. In 1991, the City Council had adopted the City's first Ordinance intended to preserve historic resources through identifying processes for nomination, designation and appropriate treatment for alterations and additions of historic resources. Through the mid-1990s, a few amendments to the Ordinance were approved which further developed the program. During the late 1990s, the Planning Commission was assigned the duties of the Historic Preservation Commission and the Planning Department allocated staff to the historic preservation program. During this period, the program grew at a rapid rate designating nearly 60 landmarks and 5 historic districts. Additional updates were made in 2001, 2003 and in 2015, with a comprehensive Development Code update dividing the Ordinance into 2 sections. The Ontario Development Code Chapters 4 and 7 establish the City's scope of historic preservation activities and is the primary body of local law relating to historic preservation. Division 7.01 includes the purpose and authority for historic preservation, and Division 4.02 includes criteria for local historic designation and procedures for the alteration or demolition of historic properties.

On August 7, 2001, the City became a Certified Local Government (No. 46) by the State of California. To date, there are approximately 69 local governments within the State of California that participate in the CLG program. Pursuant to the National Preservation Act of 1966 and as amended in 1980, the Certified Local Government (CLG) program encourages the preservation of cultural resources by promoting a partnership among local governments, the State of California Office of Historic Preservation (OHP), and the National Park Service. Becoming a CLG, through the development and implementation of the local historic preservation program which is based on federal (The Secretary of Interior Standards) and state standards, provides the local jurisdiction the tools, technical training, and more meaningful leadership roles in the preservation of the community's cultural heritage. The six (6) basic requirements to maintain certification are listed below:

1. Maintain a comprehensive local historic preservation plan that identifies the preservation mission, goals, and priorities of the local government.
2. Enforce appropriate local legislation for designation and protection of historic properties.
3. Establish and maintain an adequate and qualified historic preservation review commission and non-commissioned staff.
4. Maintain a system for the survey and inventory of historic properties.
5. Provide for adequate public participation in the local historic preservation program.
6. Review and recommendation of historic properties within the local jurisdiction to the National Register of Historic Places.

The State of California conducts the annual review from each period beginning October 1st and ending September 30th to ensure that each CLG continues to meet the minimal requirements for participation and is satisfactorily performing its responsibilities. Pursuant to the CLG requirements, the HP Program oversees reconnaissance and intensive level surveys and is responsible for maintaining a Historic Resource Inventory (HRI) which includes surveyed properties, potential, proposed, designated and eligible properties. Staff works directly with the Historic Preservation Subcommittee, who are the keepers of the Ontario Register of Historic Properties, to review surveys and determine levels of historic significance and eligibility to the Ontario Register.

5.9.2.2 Downtown Design Guidelines

The Downtown Design Guidelines (adopted in 1998) feature a set of architectural, graphic, and lighting design principles that provide guidance on rehabilitation of historic resources and makes recommendations on new infill construction that is located within the City's historic original downtown area. The Guidelines were prepared to recognize and enhance the character of downtown. The recommendations are grounded in best practices and are consistent with the Secretary of the Interior Standards for the Treatment of Historic Properties. Section 1. Concept Plan identifies seven element districts, including the Euclid Avenue median, Historic Retail District, Civic Center, Museum/Transit Center, Education center, Residential neighborhoods, and Neighborhood commercial, within the downtown area. The PUD area straddles the Historic Retail District and the Residential Neighborhoods areas defined in the guidelines, each of which are summarized below, and shown in **Figure 5-1**. The Guidelines should be referred to throughout project development.

5.9.2.2.1 Historic Retail District

Section 2A. Architectural Design Guidelines: Retail Districts, establishes three subdistricts within the Historic Retail District based on the ages of buildings in the subdistrict as they relate to major architectural development periods within the overall area:

1 **Historic Turn-of-the-Century Subdistrict** (1880s to 1910s),

2 **Historic 1920s -1940s Subdistrict**, and the

3 Historic 1950s Subdistrict

The section also establishes three categories of buildings that appear throughout the each of the subdistricts within the Historic Retail District, and specific guidelines that should be followed for the preservation, rehabilitation, and restoration of the buildings within each category:

- **Designated Buildings**: Presently Listed on the Ontario Historic Building List and maintain a high degree of historic integrity,
- **Significant Buildings**: Buildings constructed before 1950 for which historical development information is available. The original architectural features and elements of the building are intact but may be obscured by new additions, and
- **Context Buildings**: Buildings constructed before 1950 for which no historical development information is available and/or no original architectural features and elements remain.

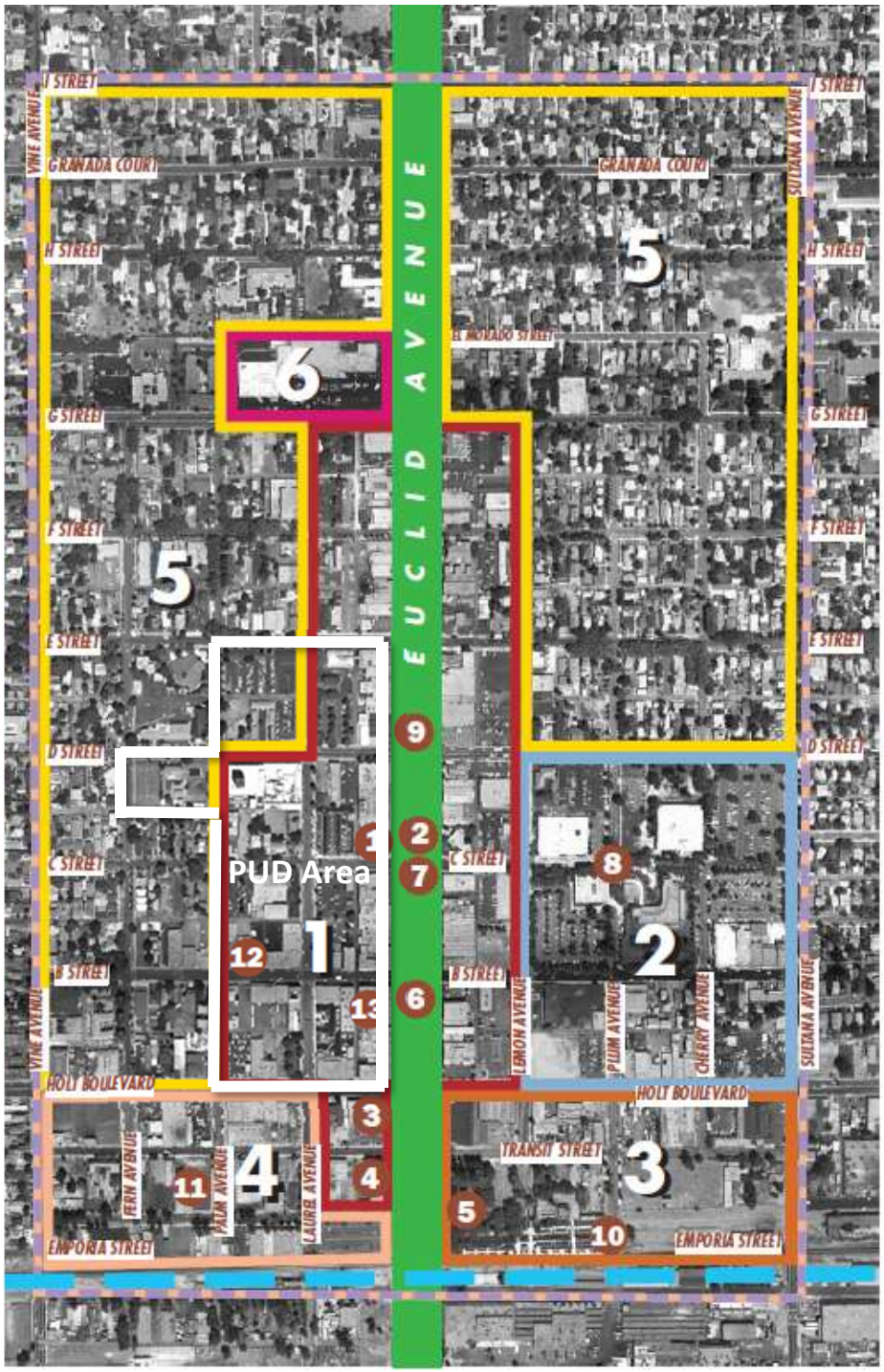
For Designated and Significant Buildings within the Historic Retail District, the guidelines provide architectural design guidelines in the areas of design, materials, color, signage, and lighting.

For Context Buildings and new infill construction within the Historic Retail District, the architectural design guidelines are discussed in terms of their associated subdistrict in the areas of building usage, massing, setbacks, storefront modulation, entrances, roof design, mechanical equipment, building elements, awnings, materials, and colors.

Additional guidelines are provided for projects related to alley walkways, mid-block pass-throughs in private structures, outdoor dining areas, adding leasable area to existing buildings in the historic retail area, and landscape design.

Figure 5-1: Downtown Ontario Design Guidelines Boundary





5.9.2.2.2 Residential Neighborhoods

Section 4. Residential Design Guidelines establishes the process and objectives for residential properties within the residential neighborhoods in the guideline area. The section asserts that there are roughly 17 architectural styles present within the residential neighborhoods and no dominant style overall. The section provides general guidelines that pull from the Secretary of the Interior's Standards for Rehabilitation (see section 5.14.4.1 below) and are applicable for "additions, renovations, or restorations of all existing homes (154)" within the guideline area. The section also provides specific design guidelines for properties displaying the Craftsman Bungalow, Second Empire, Queen Anne, Colonial Revival, Tudor Revival, Wood Framed Farm or Grove House, Spanish Colonial Revival, and Mediterranean Revival architectural styles, and closes with guidance for non-historic and infill structures and landscape design guidelines.

5.9.2.3 Secretary of the Interior's Standards for the Treatment of Historic Properties

The Secretary of the Interior's Standards for the Treatment of Historic Properties (the Standards) are historic preservation principles which promote best practices for the treatment of historic properties. The Standards include four approaches for the treatment of historic properties – Preservation, Rehabilitation, Restoration, and Reconstruction – and the choice of which approach best suits a project is dependent on the historical significance, physical condition, proposed use, and the intended interpretation of the historic property. Each approach includes guidelines that assist with the application of the approach to a wide range of property types. The following section provides a brief description of each of the four approaches and their application as quoted from the Standards (NPS 2017:2-3):

> ***Preservation*** *is defined as the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a preservation project. However, new exterior additions are not within the scope of this treatment.* The Standards for Preservation require retention of the greatest amount of historic fabric along with the building's historic form.
>
> ***Rehabilitation*** *is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.* The Rehabilitation Standards acknowledge the need to alter or add to a historic building to meet continuing or new uses while retaining the building's historic character.
>
> ***Restoration*** *is defined as the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project.* The Restoration Standards allow for the depiction of a building at a particular time in its history by preserving materials, features, finishes, and spaces from its period of significance and removing those from other periods.
>
> ***Reconstruction*** *is defined as the act or process of depicting, by means of new construction, the form, features, and detailing of a non-surviving site, landscape, building, structure, or object for the purpose of replicating its appearance at a specific period of time and in its historic location.*

The Reconstruction Standards establish a limited framework for recreating a vanished or non-surviving building with new materials, primarily for interpretive purposes.

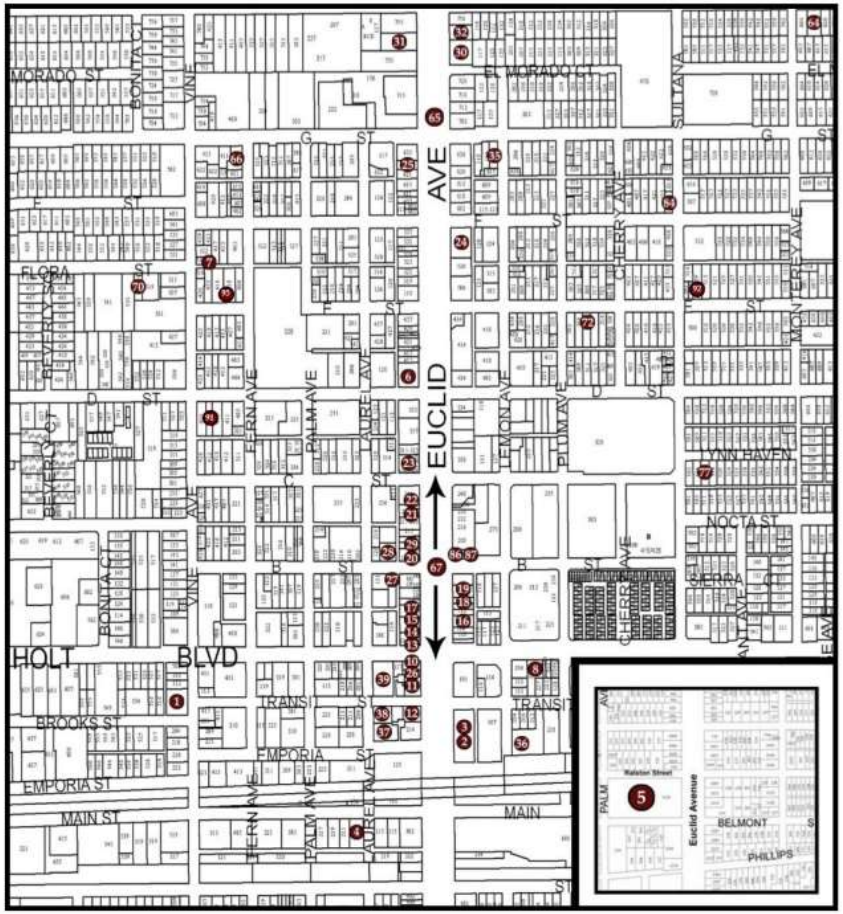
The selection of an appropriate treatment is dependent on the building's individual historic significance, character-defining features, and the proposed new use. The Standards encourage consideration of the building's level of significance (National, State, and/or Local level), existing physical condition, proposed new use, and code compliance needs when selecting an appropriate treatment approach (NPS 2017: 3).

5.9.3 Review of Resources in the PUD Area

5.9.3.1 Summary of Survey Activities and the Ontario Register of Historic Resources

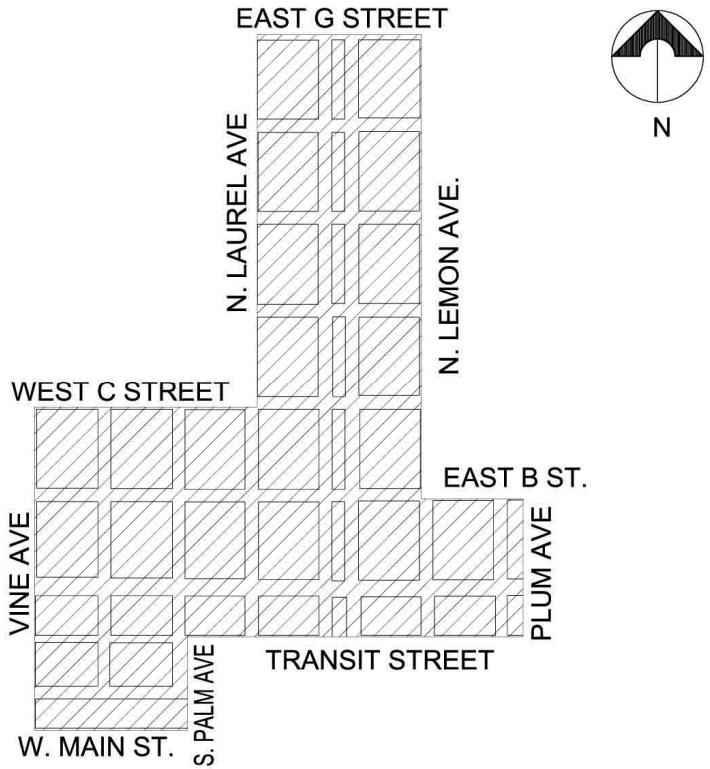
The State of California awarded a grant to fund a citywide survey between 1983 and 1984 to identify potentially historic resources located within the City. Between 1986 and 1987, the City of Ontario continued the survey efforts which resulted in documentation and evaluation of historic significance of nearly 3,000 properties, and the creation of Ontario's Historic Resource Inventory (HRI) in which 835 properties were formally listed. In 1991, the City retained Architectural Resources Group (ARG) to further analyze historic properties located within the downtown, a former Redevelopment Area, and recommend an improvement strategy to revitalize the area. Shortly thereafter, 65 local landmarks were designated. An additional survey was conducted in 2003 that updated information on buildings within the downtown. The City currently has 100 designated local landmarks, 14 of which are located within the downtown, 8 designated historic districts, 2 potential historic districts located in the downtown, 5 historic properties listed on the National Register of Historic Places and contains nearly 1,500 historic resources on the Ontario Register (HRI). See Figure 5-2 and the City of Ontario Historic Preservation Program for more details.

Figure 5-2: Historic Landmarks Map - South Section



The 2003 survey identified a potential district, District 3, that is associated with the core commercial development in the City. District 3 was divided into geographic regions, or subdistricts, that were identified as they were related to observed patterns of historic urban development, as shown in Figure 5-3. Two of these subdistricts overlap the plan area, District 3-A and 3-D. The overall district record describes the primary architectural character of District 3 as a commercial area where the predominant styles are, "Twentieth Century Vernacular Commercial. These buildings tend to be modest and pragmatic in style. They rarely exceed two-stories and primarily possess one-part commercial block façade compositions. Wood frames, brick, and masonry are the main materials used to construct the buildings. Some notable architectural styles include commercial buildings in an Art Moderne, International Style, Contemporary, and Googie Style."

Figure 5-3: District 3



5.9.3.2 List of Designated/Nominated/Eligible Historic Resources in the PUD Area as of 2023

As of November 2023, the PUD area contains the following designated, nominated, and eligible historic resources. In addition to the high concentration of historic and potentially historic resources within the PUD area, there are a number of properties that have reached 45 years of age since the last survey effort in 2003. The following map and table provides a list of the Designated (Purple), Nominated (Magenta), and Eligible (Pink) historic resources within the plan area, as well as the properties over 45 years of age that have not been previously surveyed (Green).

Figure 5-4: Historic Resources

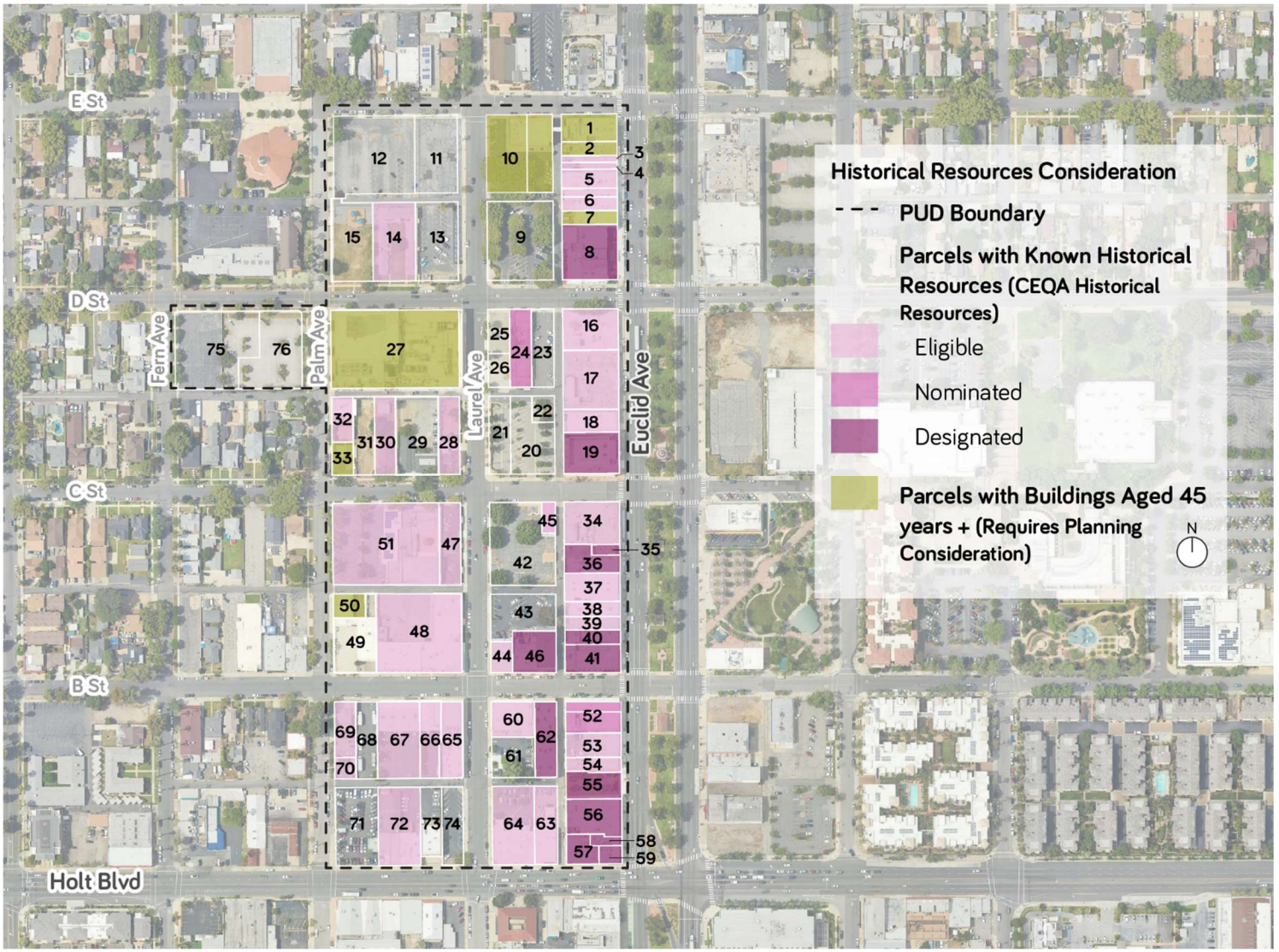


Table 5-4: Historic Resources

	Address	Parcel Number	Current Use/ Description	Year Built	Architectural Style	Current Historic Status	Local Landmark Name
1	437 N. Euclid Ave.	104835403	Unicare Community Health Center	1967	-	Not Surveyed	
2	429 N. Euclid Ave.	104835404	Immigration Attorney	c.1948 (NETR)	-	Not Surveyed	
3	427 N. Euclid Ave.	104835405	Aktiva Nutrition	1946	Commercial	Eligible	
4	425 N. Euclid Ave.	104835406	Downtown Ontario Improvement Association	1948	Commercial	Eligible	
5	421 N. Euclid Ave.	104835407	Work Boot Warehouse	c. 1930	Commercial	Eligible	
6	417 and 419 N. Euclid Ave.	104835408, -09	Optometrist	c. 1950	Commercial	Eligible	
7	413 and 415 N. Euclid Ave.	104835410	Rogers Flower Shop and Barber Shop	c. 1930	-	Not Surveyed	
8	401 N. Euclid Ave.	104835411	Gloria's Cocina Mexicana	1937	Moderne	Designated Landmark	Ontario Laundry Co.
10	123 W. E St. and 420 N. Laurel Ave.	104835401,-02, 104835413	Unicare Community Health Center, Parking	c. 1960		Not Surveyed	
14	210-220 W. D St.	104835309	Multiple-family residential	1946	Minimal Traditional	Eligible	
16	331 and 333 N. Euclid Ave.	104856604	U.S. Bank Branch	1965	-	Eligible	
17	317 N. Euclid	104856605	Treasure Banquet Hall	1950		Eligible	

	Address	Parcel Number	Current Use/ Description	Year Built	Architectural Style	Current Historic Status	Local Landmark Name
18	311, 313, 315 N. Euclid Ave.	104856606	Cancha Verde/Strum Brewing	c. 1931	Brick Commercial	Eligible	
19	108 W. C St.. 301/303 N. Euclid	104856607	Emmon's Building/ Granada Theater	1926	Moderne/Art Deco	Designated Landmark	Emmon's Building (Granada Theater)
24	(123 W. D St) 121 W. D St.	104856602	Associated Telephone Company Building	1936	Art Deco	Nominated	
27	211 W. D St./ 207 W. D St.	104856113	Frontier Communications	c.1959 (NETR)	-	Not Surveyed	
28	303-305 and 311-315 N. Laurel Ave.	104856107	Multiple-family residential	c. 1920	Craftsman Bungalow	Eligible	
30	218 W. C St.	104856109	Single Family residence	1908	Craftsman Bungalow	Eligible	
32	312 N. Palm Ave.	104856112	Single Family residence and commercial building	1920	Minimal Traditional	Eligible	
33	228 W. C St.	104856111	Superior Justice Law Group	1955	-	Not Surveyed	
34	245 N. Euclid Ave.	104856503	Valley Dept Store	1950	Mid-Century Modern	Eligible	
35	233 N. Euclid Ave. 223 N. Euclid Ave. 235 N Euclid Ave.	104856504	The Golden Web Boutique store	1916	Brick Commercial (Mediterranean Revival)	Designated Landmark	People's Mutual Building and Loan
36	231 N. Euclid Av.	104856505	Unique Café	1904	Brick Commercial	Designated Landmark	Masonic Hall

	Address	Parcel Number	Current Use/ Description	Year Built	Architectural Style	Current Historic Status	Local Landmark Name
37	219 N. Euclid Ave.	104856506	Herradura De Oro	1948	Colonial Revival	Eligible	
38	215 N. Euclid Ave.	104856507	Newsboy books	1946	Brick Commercial	Eligible	
39	211 N. Euclid Ave.	104856508	Euclid Family Dentistry	c.1925	Brick Commercial	Eligible	
40	207 N. Euclid Ave.	104856509	Vacant Commercial Building	1910	Brick Commercial	Designated Landmark	W.W. Smith Grocery
41	106 W. B St. 203 N. Euclid Ave.	104856510	Furniture Dreams (Residential on second floor)	1908	Brick Commercial	Designated Landmark	Ostran's Department Store
44	126 W. B St.	104856512	Beautiful Smiles Ontario	1906	Brick Commercial	Eligible	
45	108 W. C St. 115 W St.	104856502	Vacant Bank	1936	Brick Commercial	Eligible	
46	120 W. B St. 112 W. B St.	104856511	Nightmare on B Street/ Dance Studio/ Odd fellows - Eligible (Aria Kabob, Electric Beauty Salon - Historic LL)	1922	Commercial	Designated Landmark	Intl Order of Odd Felows (I.O.O.F)
47	223, 225, 229, 235 N. Laurel Ave.	104856202	Centro Legal De Accidentes & Cedar Pointe Chiropractic	1947	Minimal Traditional	Eligible	
48	206 ,208, 210, 214, 216, 218, 220 W. B St./ 205, 207, 209, 211, 213, 215 N Laurel Ave	104856203	Multiple shops including barber, Fitness, beauty	1947	Commercial	Eligible	

	Address	Parcel Number	Current Use/ Description	Year Built	Architectural Style	Current Historic Status	Local Landmark Name
50	212, 214, 216, 218 N. Palm Ave.	104856206	Small shops (Tax services and fitness)	1957	-	Surveyed	
51	215 W. C St.	104856201	Great Commission Church International (Christian Church)	1948 (additions 1955,1959,1966	Mid-Century Modern	Eligible	
52	137, 139, 143, 141 N. Euclid Ave. and 105 W. B St.	104856403	Old Gemmel's Pharmacy	1889	Brick Commercial	Nominated	
53	129 and133 N. Euclid Ave.	104856404	DolEx Financial Services	c. 1907	Brick Commercial	Eligible	
54	125 N. Euclid Ave.	104856405	Bravo's Store	1910	Brick Commercial	Eligible	Friend Block / O.O.F. Sommerest Hall/ People's Store
55	121 and 123 N. Euclid Ave.	104856406	Demolished - Vacant	1894	Commercial	Designated Landmark	Friend Block / O.O.F. Sommerest Hall/ People's Store
56	105, 109, 111, 115, 117 N. Euclid Av.	104856407	Verizon, Bally Spa, Night club, Motorcycle run	1889	Commercial	Designated Landmark	Rose Block
57	104,108, 110 & 112 W. Holt Blvd.	104856410	Botanica, Sabor Honduren, Beauty and Barber	1895	Commercial	Designated Landmark	Citizens Bank Block
58	105 N. Euclid Av.	104856408	Xolos Birria	1888	Brick Commercial	Designated Landmark	Holbrook Block

	Address	Parcel Number	Current Use/ Description	Year Built	Architectural Style	Current Historic Status	Local Landmark Name
59	101 N. Euclid Av.	104856409	T Mobile	1895	Commercial	Designated Landmark	Citizens Bank Block
60	121, 123, 125,127 W. B St	104856401	B St. Professional Bldg.; Document Preparation Services Inc., Logan's Candies, Isaprint,	c. 1930		Eligible	
62	115 W. B St.. 117 & 119 W. B St..	104856402	Income Tax office and residential upper floor	1922	Brick Commercial	Designated Landmark	Ontario Herald Building
63	114, 116, 118 W. Holt Blvd	104856411	Pirate staffing, Ontario Boxing Club	c. 1915	Brick Commercial	Eligible	
64	108 N. Laurel Ave./ 120, 122, 124, 126 W. Holt Blvd.	104856412	Jobs, Insurance, Pawnshop, paved parking	C 1910 (addition c. 1950)	Brick Commercial	Eligible	
65	203 W. B St./ 123, 127, 129 N. Laurel Ave	104856313	Body X Beauty, Pet grooming, Spa, Karate	1922 (retail commercial addition c. 1940)	Brick Commercial	Eligible	
66	207 W. B St.	104856312	Iglesia Fuente and paved parking	1949	Commercial	Eligible	
67	211, 213, 215, 217 W. B St.	104856303	Majestic Trophy, Boxing Club, Mary Kay, office	1953	Commercial	Eligible	

	Address	Parcel Number	Current Use/ Description	Year Built	Architectural Style	Current Historic Status	Local Landmark Name
69	225-227-229 W. B St. and 128-130 N Palm Ave	104856301	Evc Insurance & Services and the Vault Barbershop and Home	c. 1915 (commercial additions c. 1950)	Vernacular wood frame	Eligible	
70	120 N. Palm Ave.	104856311	House	c. 1915	Craftsman Bungalow	Eligible	
72	210, 212, 214, 216, 218 W. Holt Blvd.	104856308	Eagles Aere and Sams Liquor	1920	Brick Commercial	Eligible	

5.9.4 Historic Preservation - Certificates of Appropriateness and Demolition

To ensure that a proposed project involving new construction (infill), addition, alteration or demolition (full or partial) of a historic resource protects the historic character and integrity of the resource and any surrounding resources, an application for a Historic Preservation - Certificate of Appropriateness must be filed pursuant to section *4.02.050: Historic Preservation—Certificates of Appropriateness and Demolition of Historic Resources* of the Development Code. Issuance of a Waiver by the Planning Director or a Certificate of Appropriateness approved by the Historic Preservation Subcommittee or the Historic Preservation Commission shall be required for projects involving any of the following (4.02.050:B.2):

- Alteration, addition, restoration, rehabilitation, remodeling, relocation, repainting, and/or resurfacing of an historic resource.
- For any work to the exterior of any noncontributing historic resource located within the PUD area.
- Infill development within the PUD area; and
- Any demolition, whether in whole or in part, of a historic resource or a noncontributor within the PUD area.

The following findings need to be met for the Historic Preservation-Certificate of Appropriateness application to be acted upon (4.02.050:D.1):

- The proposed alteration, restoration, relocation, or construction will not detrimentally change, destroy or adversely affect any significant architectural feature of the resource;
- The proposed alteration, restoration, relocation, or construction will not detrimentally change, destroy or adversely affect the historic character or value of the resource;
- The proposed alteration, restoration, relocation, or construction will be compatible with the exterior character-defining features of the historic resource; and
- The proposed alteration, restoration, relocation, or construction will not adversely affect or detract from the character of the historic district.

The following findings need to be met for the Historic Preservation-Certificate of Appropriateness and Demolition application to be acted upon (4.02.050:D.2):

- The proposed demolition is necessary because all efforts to restore, rehabilitate, and/or relocate the resource have been exhausted;
- The proposed demolition is necessary because restoration/rehabilitation is not practical because the extensive alterations required would render the resource not worthy of preservation;
- The proposed demolition is necessary because failure to demolish the resource would adversely affect or detract from the character of the District; and
- The resource proposed to be demolished has been assigned a Tier III designation.

For approval of a Historic Preservation-Certificate of Appropriateness related to infill development within the PUD area, the following infill guidelines need to be incorporated into the design of all new buildings and structures (4.02.050:G.2; 4.02.050:I.1-4):

- New buildings, structures, or improvements constructed shall be designed to be compatible with the architectural style, features, and historic character of the properties within the PUD plan area.
- New buildings shall be compatible with the original style of the contributing buildings within the PUD plan area. The design of the new buildings shall therefore incorporate the following considerations:
    - The design features and details of contributing structures;
    - The height, width, and length of the new construction shall be consistent with the original characteristic of the contributing structures; and
    - The exterior materials and treatment shall be similar to the contributing structures.
- New buildings, structures, and/or improvements constructed on a historic property shall be designed to be compatible with the architectural style and features of contributing historic buildings and/or structures located on the historic property; and
- New buildings/structures shall be compatible with the original architectural style of the contributing historic buildings on the historic property. The design of the new construction shall incorporate the following considerations:
    - The design shall incorporate the design features and details of the historic structure;
    - The height, width, and length of the new building shall be consistent with the original characteristic of the historic building; and
    - The exterior materials and treatment shall be similar to the historic building.

5.9.5 Historic Architectural Guidelines

Section *7.01.065: Guidelines for the Treatment of Historic Properties* of the Development Code, which are supported by the Secretary of the Interior Standards for the Treatment of Historic Properties (Standards), is intended to provide appropriate design solutions that avoid adverse impacts to historic resources located within the PUD area. The guidelines provided in Section 7.01.065 of the Development Code should be used for any project in the PUD area.

To recognize and protect the historic significance of an architectural resource, it is important to understand the physical characteristics that are associated with various architectural styles to ensure that appropriate treatment approaches are used during any project involving a historic building, or when developing new buildings on or adjacent to a historic property. The City maintains a list of architectural styles with corresponding descriptions of the features that define each style on the Historic Preservation Program website. See the References and Resources at the end of this section for information on accessing the architectural style list.

New development that promotes context-sensitive and complementary buildings relative to the existing range of historic architectural buildings in Downtown West can help to create a cohesive district. Representative examples of existing historic buildings and their architectural styles in Downtown West and their associated characteristics are included below and on the following pages to help guide developers and architects in understanding the architectural styles and specific features present in the PUD area. While this is not an exhaustive list of the architectural styles present within the PUD area, the architectural styles referenced in the following pages constitute the primary styles present in the PUD area. To promote a cohesive district, new infill in the PUD area should use materials that are appropriate for and found within the district, such as glass, metal, siding, and brick.

Best practices for historic preservation propose that the architecture of new buildings and additions should not exactly replicate historic architectural styles, but rather be obviously differentiated while harmonizing with the scale, rhythm, and character of historic predecessors. Adjacent new construction, if it is not related to the property, should include clear differentiation. In addition, new construction should incorporate appropriate massing, scale, and buffers when located adjacent to a historic resource. Buffers may include setbacks and upper story stepbacks, for example. If construction is physically attached or located on a historic property, it should be reviewed for conformance with the Secretary of Interior's Standards.

MODERNE


Tower
Horizontal Orientation with Horizontal Grooves in Walls
Grouped Windows Create Strong Horizontal Lines
Flat Roof with Coping
Asymmetrical Facade
Smooth Stucco Wall Surface
Curved Wall with Window that Turns a Corner

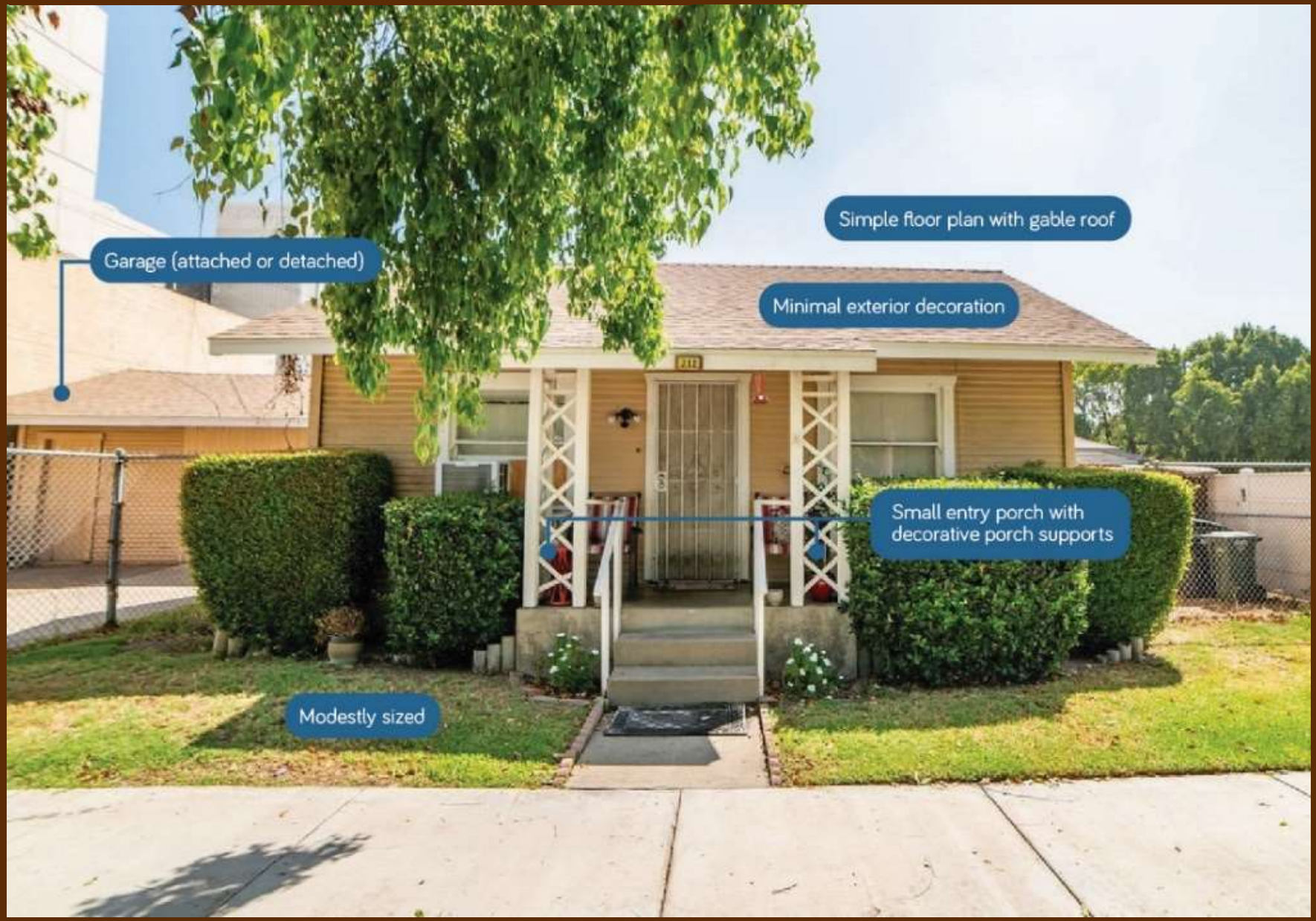
ART DECO


Sharp "hard edge" corners
Smooth wall surface
Carved, fluted details on facade and pilasters
Vertical emphasis displayed through vertical roof projections
Flat roof with coping
"Setbacks" in the facade
Grouped windows draw eye up and emphasize verticality

CRAFTSMAN BUNGALOW



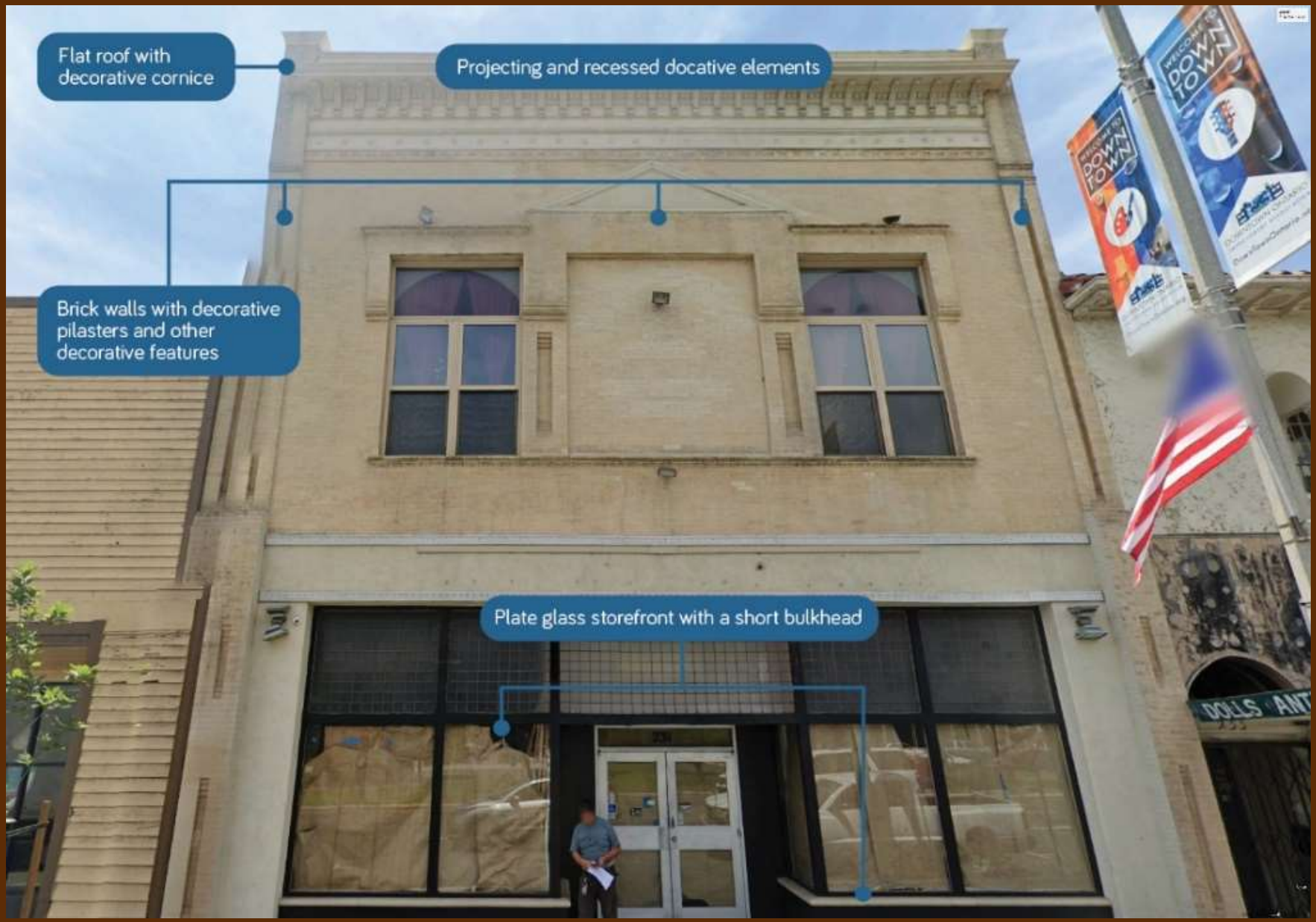
MINIMAL TRADITIONAL



BRICK COMMERCIAL



BRICK COMMERCIAL



BRICK COMMERCIAL



5.10 Public Art

As the City of Ontario continues to define itself as a desirable destination, the arts have taken on a greater role in enriching the lives of residents and enhancing the visitor experience. Public art may serve to delight and surprise, reflect upon the natural world, explore local history, express identity, or celebrate the contributions of important citizens. Ontario's vision is to expand this dialogue and interaction through site-specific, distinctive landmarks designed by professional artists. With this in mind, in 2022 the City established a new Public Art Program for private and civic development under Title 5 Chapter 33 of the Ontario Municipal Code. For a public art program to be successful, careful consideration must be given to the selection of artists and artwork concepts, materials, locations, and length of display. While the following typologies and applications listed below are intended for the PUD, planning will ultimately be governed by a comprehensive citywide master planning effort which will equitably address all regions and be developed in consultation with the Department of Museum, Arts & Culture's staff and the Public Art Advisory Commission.

5.10.1 Landmark Sculptures

Iconic and permanent large-scale outdoor works become inextricably linked with a district or city, and, over time, serve as enduring and cherished landmarks that are immediately recognizable. Portals, parklets, plazas and medians warrant special consideration as prime locations. Lighting helps showcase the artwork, while also making the space appear larger, safer, and more welcoming. Lighting can also serve as an integral part of the sculpture to captivate pedestrians in evening hours.



Cliff Garten. Zuckerberg Medical Center.



Ralph Helmick. Pasadena.



David Byrne. NYC.

5.10.2 Murals

Murals add immediate vibrancy and vitality to facades, setbacks, and blank walls. While murals may appear relatively easy and inexpensive to commission, careful planning needs to be in place in property-owner agreements, site selection, surface preparation, material quality, maintenance responsibilities, and the level of security in vulnerable areas such as alleys. Murals may be painted directly on to a surface or mounted on panels, or fabricated from tile or mosaic, depending on anticipated length of display.

5.10.3 Streetscape Amenities

Artists bring a unique and original perspective to design. The City can take advantage of this expertise and talent to beautify and energize the pedestrian environment through artist-designed enhancements to functional furnishings such as bike racks, bollards, benches, street poles and transit shelters.

5.10.4 Private Development

Artists bring a unique and original perspective to design. The City can take advantage of this expertise and talent to beautify and energize the pedestrian environment through artist-designed enhancements to functional furnishings such as bike racks, bollards, benches, street poles and transit shelters.

5.10.5 Temporary Programming

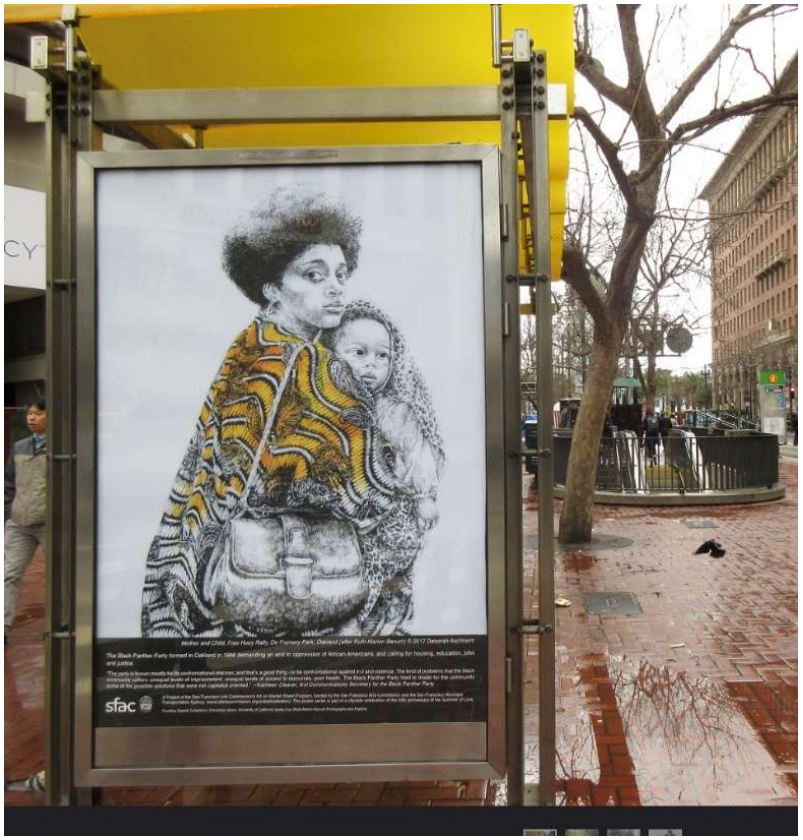
Artists bring a unique and original perspective to design. The City can take advantage of this expertise and talent to beautify and energize the pedestrian environment through artist-designed enhancements to functional furnishings such as bike racks, bollards, benches, street poles and transit shelters.



Chris Burden. *LACMA*.



Sonia Romero. MacArthur Park.



Deborah Ashheim. San Francisco.



Sonia Romero. Grand Park.

6 Public Realm Standards and Guidelines

6.1 Overview

Chapter 6 provides standards and guidelines for the public realm aimed at improving the sidewalk experience for all users. The public realm is defined as any publicly owned space, including streets, sidewalks, passageways, plazas, and other spaces that are accessible by everyone. An accessible, comfortable, and well-designed public realm is a crucial component to creating a sense of place, encouraging new development, and supporting the community.

This section will cover the following:

- Design standards for sidewalk clearance and outdoor dining to ensure that the sidewalk space throughout the PUD area can properly accommodate the multiple and simultaneous uses.
- Design guidelines for street furniture, pedestrian connections, signage and wayfinding, street trees, and parkways.





6.2 Design Standards

6.2.1 Sidewalk Clearance

1. **Minimum Sidewalk Clear Area.** A minimum clear area shall be maintained for pedestrian circulation within the public sidewalk zone. This minimum clear area may be reduced to 4 feet in width adjacent to City-approved outdoor dining facilities or tree grates per review authority. Exceptions include:

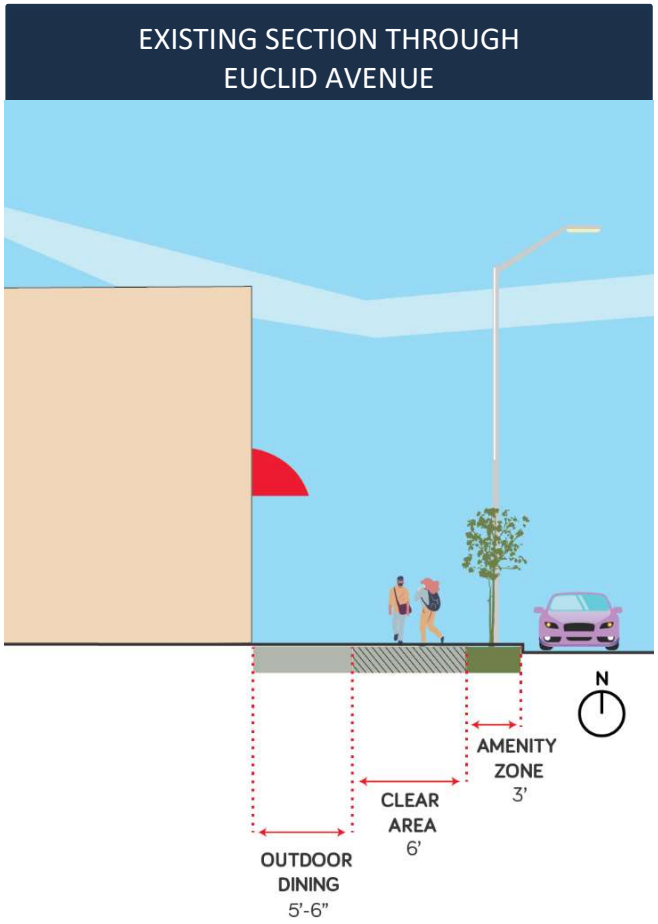
    a. **Euclid Avenue.** A minimum clear area of 6 feet shall be maintained for pedestrian movement.

    b. **B Street.** A minimum clear area of 4 feet on the southside of B Street shall be maintained for pedestrian movement.

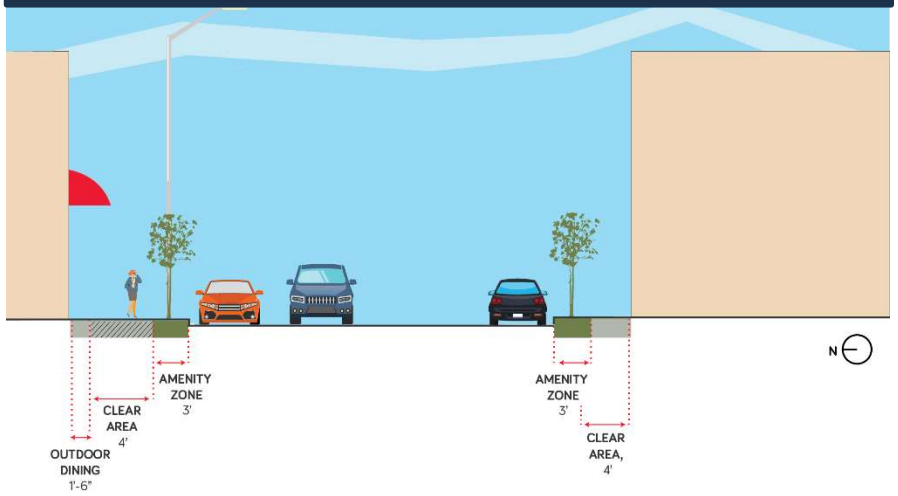
    c. **Laurel Avenue.** A minimum clear area of 5 feet shall be maintained for pedestrian movement.

    d. **Holt Boulevard.** A minimum clear area of 6 feet shall be maintained for pedestrian movement.

    e. **The Alley** A minimum clear area of 5 feet shall be maintained for pedestrian movement.



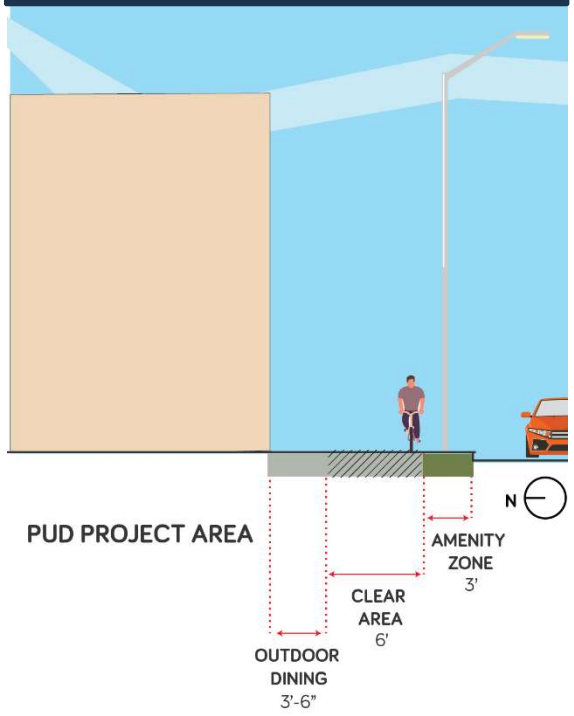
EXISTING SECTION THROUGH B STREET



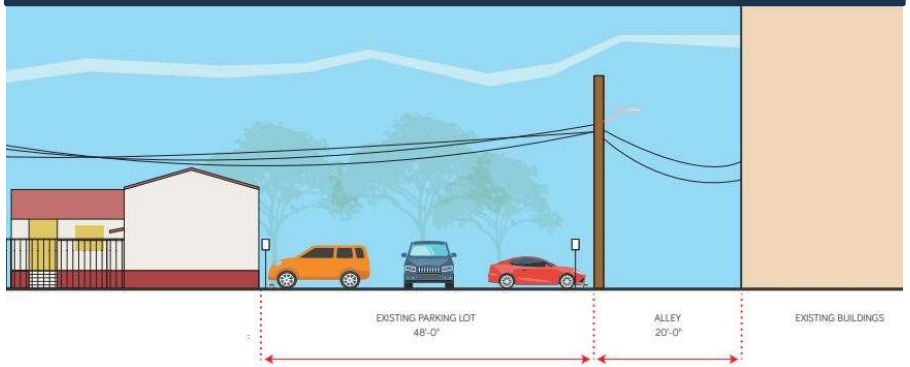
EXISTING SECTION THROUGH LAUREL AVENUE



EXISTING SECTION THROUGH HOLT BOULEVARD



EXISTING SECTION THROUGH THE ALLEY LOOKING NORTH TOWARDS D STREET



6.2.2 Outdoor Dining

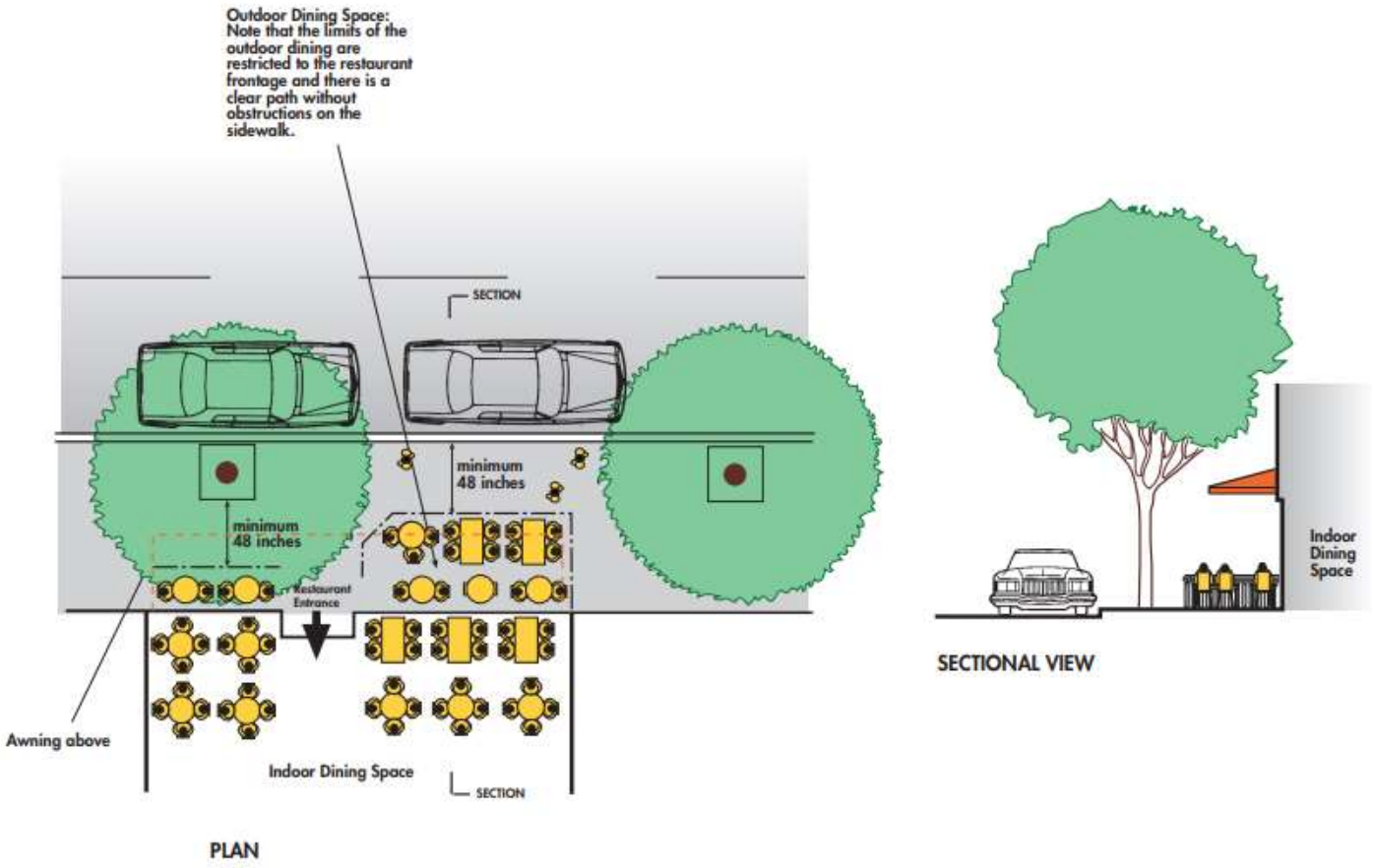
1. **Outdoor Dining.** Outdoor Dining areas adjacent to a street level eating or drinking establishment along any street frontage will require a permit to ensure sidewalk clearance and ADA requirements. Any such areas shall be designed in accordance with the provisions set forth in **Section 2A.7 of the Downtown Ontario Design Guidelines,** plus any additional features that may be required as part of a Conditional Use Permit for on-sale alcoholic beverages. Typical layout of outdoor sidewalk dining space is shown in Figure 6-1 from the Downtown Ontario Design Guidelines.

Outdoor Dining to Promote a Vibrant Euclid Avenue

Outdoor dining along Euclid Avenue is encouraged to promote a vibrant street. Outdoor dining along the sidewalk contributes to an active public realm with "eyes on the street" throughout the day. Providing a clear area on any public sidewalk is critical to ensuring that pedestrian movement is maintained, while allowing sidewalk dining and other uses on the sidewalk, such as street trees, benches, and other amenities.



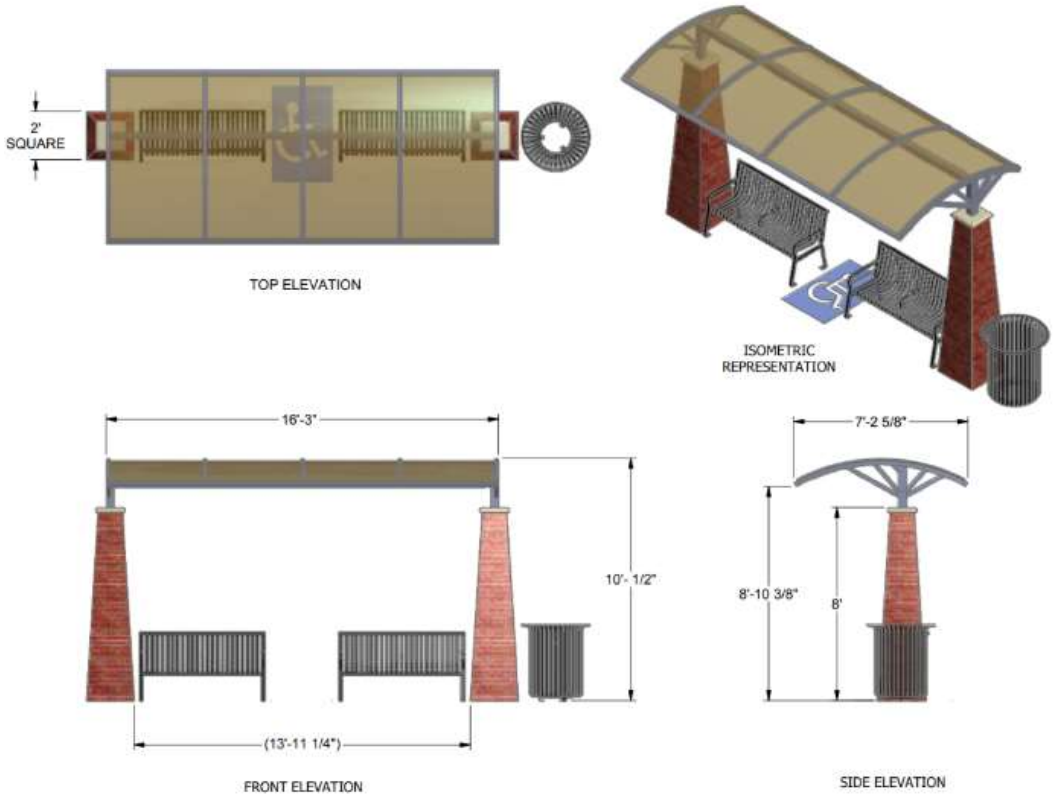
Figure 6-1: Typical Layout of Outdoor Sidewalk Dining Space (Downtown Design Guidelines)



Source: Downtown Design Guidelines

6.3 Design Guidelines

6.3.1 Street Furniture



1. **Street Furniture.** Incorporate a high level of street furniture including lighting, bus shelters, benches, tree grates, bike racks, and trash receptables.

    a. **Location.** The selection of appropriate elements should consider those streets with the heaviest foot traffic, such as Euclid Avenue, Holt Avenue and B Street, as well as existing sidewalk widths, size and spacing of trees, proximity to store entrances, etc.

    b. **Identity.** Street furniture should reflect the special character and theme of downtown Ontario to create a district identity. The use of repetitive materials and textures will create a rhythm and consistency that will bring continuity to the Districts and Blocks within the PUD area. Bus shelter furniture shall be constructed with decorative brick,.

    c. **ADA.** All street furniture shall comply with American with Disabilities Act of 1990.

    d. **Lighting.** Incorporate pedestrian-scaled lighting fixtures that emit a warm light along the streets and sidewalks; the sidewalks should be well-lit.

        i. **Euclid Avenue.** A combination of standard concrete and "King" standard post-top streetlights (Standard Drawing #5103) with LED lamps should be placed within the public sidewalk zone.

        ii. **Holt Boulevard.** A "King" standard post-top streetlights with LED lamps should be placed within the public sidewalk zone.

        iii. **Local Streets.** King standard post-top lights should be placed within the public sidewalk zone.

    e. **Glare.** Direct lighting along sidewalks and pedestrian pathways to produce a minimal glare.



i. All post-top lamps should incorporate shielding within the luminaire and/or globe to prevent glare into upper-level residential windows.

f. **Overhead Lighting.** Provide a minimum clearance height as required by City Services and the Fire Department for overhead lighting above local streets, such as B Street and The Alley to accommodate commercial trucks, service and maintenance vehicles, and emergency vehicles.

g. **Furniture Requirements.**

i. Benches should have arms and backs.

ii. A powder-coated, dark finish should be applied to all fixtures and furniture.

iii. Bollards may be placed at entrances to bicycle/pedestrian pathways and where controlled emergency, or maintenance access is required or desired. A bottom locking mechanism shall be provided to enable easy removal by authorized City personnel.

iv. Litter receptacles should have a fixed top.

v. Design of bus stop benches and shelters should satisfy the criteria specified by the City and local transit agency (currently Omnitrans).

vi. Bike racks should be located adjacent to parking areas or bicycle/pedestrian pathways.



Street Benches



Trash Receptacles

Street furniture in the PUD area is intended to match those identified in the Downtown Civic Center Planned Unit Development, shown at left, to create a consistent streetscape identity along the west and east sides of Euclid Avenue

6.3.2 Pedestrian Connections

1. **Pedestrian Pathways**. Regard sidewalks and paseos as unifying elements throughout the PUD area. Design and locate enhanced pathways and connections to promote walkability within Downtown.

2. **Euclid Avenue Pedestrian Paseos.** Provide mid-block paseos, where appropriate for clear and comfortable pedestrian circulation between Euclid Avenue and The Alley. Provide mid-block paseos and connections between Euclid Avenue to public outdoor spaces and public parking garages. See **Section 5.6.2** for required paseo dimensions.

3. **Traffic Calming.** Where applicable, implement traffic calming measures throughout the PUD area, including bulb-outs, enhanced crosswalks, and others to facilitate safe and comfortable pedestrian connections.



6.3.3 Public Realm Signage and Wayfinding

1. **The Alley Gateways.** Points of entry to the alley should include gateway elements or signage to create a sense of "welcoming" and wayfinding into the space.

2. **Signage.** Utilize signage and/or environmental graphics to aid in pedestrian orientation and wayfinding.

Signs and Wayfinding in the Public Realm to Promote Identity

Signs and wayfinding within the public realm can provide many functions in a downtown area and can be oriented for pedestrians or vehicles. The types that are encouraged for the PUD area include district markers, banners, monument signage, pedestrian signage (eye level or on the ground), important places, such as historic or cultural resources, and alleys. Themes for signs and wayfinding in the public realm should be aligned with the Downtown Ontario Design Guideline's Historic Preservation Retail Subdistrict for the PUD area.









6.3.4 Parkways and Street Trees

1. **Parkways and Street Trees.** Parkways and street trees in the PUD area are subject to the City of Ontario Landscape Development Guidelines, the Master Street Tree Plan, and the City of Ontario Development Code. Tree plantings and design, such as tree sizes, irrigation methods, and tree wells require flexibility in the PUD area.

    a. **Euclid Avenue and Laurel Avenue Street Trees.** Appropriate street tree species and recommended sizes for Euclid Avenue is provided in **Table 6-1.**

Table 6-1: Recommended Street Trees in the PUD Area

Botanical Name	Common Name	Recommended Size	Comments
Euclid Avenue			
Brachychiton Populneus	Bottle Tree	24” Box	Standard
Pinus Elderica	Afghan Pine	24” Box	Standard
Laurel Avenue			
Eucalyptus Torquata	Coral Gum	24” Box	Standard

Importance of Street Trees and Parkways

Street trees and parkways are important components of the public realm, and help to contribute to shade, a sense of place, and overall pedestrian comfort. The consistent use of tree species, size, and spacing along a street can help to create a pleasant rhythm and identify for an area. Species choices should consider access to both shade and sun along sidewalks.



7 Administration and Implementation

7.1 Development Code

Any terms not defined herein and any issues affecting the design and development of Projects in the PUD area that not specifically addressed in this PUD shall be governed by the provisions of the Ontario Development Code and the City's Standard Conditions of Approval Resolution No. R2017-027 for development.

7.2 Development Applications

Development Plan approval, pursuant to the requirements of Ontario Development Code Section 4.02.025 (Development Plans), shall be required for any Project that entails the physical alteration of any lot, construction of a building, or addition or significant alteration of an existing building in the PUD area as required by the Ontario Development Code. For each Project, a Development Plan application shall be submitted to the Planning Department on a City application form pursuant to the requirements of Ontario Development Code Division 2.02 (Application Filing and Processing), commencing with Subsection B (Discretionary Permits and Actions) of Section 2.02.015 (Application Processing Procedures).

7.3 Certificate of Appropriateness

To ensure proper implementation of the historic resource preservation and mitigation measures established in the Mitigated Negative Declaration for the PUD, an application for a Certificate of Appropriateness ("C of A") shall be submitted and approved in conjunction with each private or public improvement in the PUD area. Application requirements and required findings for approval of a C of A are pursuant to Section 4.02.050 (Historic Preservation—Certificates of Appropriateness and Demolition of Historic Resources) of the Ontario Development Code.

7.4 Exceptions

Deviation from the development standards set forth in this PUD document may be granted up to a maximum of 10 percent by the Zoning Administrator. Any deviation that is greater than 10 percent shall require an amendment to this PUD.

7.5 CEQA Compliance

The Downtown West PUD Mitigated Negative Declaration was prepared in coordination with the City and in compliance with the City's Guidelines for the Implementation of the "California Environmental Quality Act (CEQA)" (See Appendix B). In 2022 The Ontario Plan or the City's General Plan was approved and the SEIR certified which approved updated land use designations through the City. Preparation of this Planned Unit Development or PUD has demonstrated that a Mitigated Negative Declaration for the approval of the PUD should be prepared. The Ontario Plan Final SEIR serves as a guide and many of the policies from the plan have been incorporated by reference. The Mitigated Negative Declaration for this project includes programmatic and project-level analysis of future land use intensities and changes to the public realm. Issues identified included historic resources, transportation, and aesthetics. No unmitigated impacts were present.

The City will be responsible for implementation of the Mitigation Monitoring and Reporting Program approved for the Downtown West Planned Unit Development project. This may involve application of one or more mitigation measures to implement this PUD, or fair-share proportions thereof.

7.6 Implementation

Implementation of the PUD will be primarily through the adoption of the new land use and development regulations. However, implementation of the holistic vision and guiding principles for the PUD area will require coordination across City departments and regional agencies, as well as funding to plan, design, and construct supportive investments in the public realm. These next steps will be implemented over time and will complement the land use and development regulations included in this PUD.

Integrated shared infrastructure facilities, such as parking, trash services, and open space opportunities to support new development and uses in the downtown area.

Traffic calming and public realm enhancements, such as bulb outs, crosswalk improvements, new street trees, and others.

Downtown Historic Designation which will be determined through a survey of Ontario's historic district using the themes of early commerce and settlement.

Downtown Wayfinding and Signage Program can help to create a consistent image for the city; improve navigation for all modes of travel; guide visitors to landmarks, facilities, and services; and promote walking, bicycling, and mass transit.

Active transportation improvements, such as the planned bike boulevard on Vine Avenue and B Street that will connect Ontario's historic downtown with De Anza Community & Teen Center and park, funded through the State's Active Transportation Program (ATP). Additional ATP grants can be explored to fund future active transportation improvements that benefit the PUD area.

Public transit investments, such as the West Valley Connector (WVC) project, which will be a 100% zero-emission Bus Rapid Transit (BRT) system that will upgrade a portion of existing Route 61 which runs along Holt Boulevard, additional approximately 3.5 miles of center running, dedicated bus-only lanes, and provide an improved transit connection to Ontario International Airport, two Metrolink lines, and multiple major activity centers.

8 Section References and Additional Resources

8.1 Historic Preservation

Arroyo Group, 1998. "Downtown Ontario Design Guidelines." Produced By The Arroyo Group, Planners, Architects & Associated Disciplines With Patrick B. Quigley & Associates, Lighting Consultant for the City of Ontario.

City of Ontario, 2005. "Villa Historic District." City of Ontario (Ontario, CA). Website. https://www.ontarioca.gov/sites/default/files/OntarioFiles/Planning/Historic_Preservation/villa.pdf

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City of Ontario, 2023a. "History." City of Ontario (Ontario, CA). Website. https://www.ontarioca.gov/FactsAndHistory.

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NPS (National Park Service). 2017. The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings. National Park Service. Website. https://www.nps.gov/orgs/1739/upload/treatment-guidelines-2017-part1-preservation-rehabilitation.pdf

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SurveyLA. 2016. Los Angeles Citywide Historic Context Statement, Context: Commercial Development, 1850-1980, Theme: Commercial Development and the Automobile, 1910-1970. Prepared for the Los Angeles Department of City Planning. Los Angeles, California. August 2016. Accessed November 2023. https://planning.lacity.org/odocument/3007ea6e-c4dd-42ec-bede-b109293f2873/CommercialDevelopmentandtheAutomobile_1910-1970.pdf

Appendix A
Ordinance Adopting PUD

Appendix B
Mitigation Monitoring Program

CITY OF ONTARIO *Agenda Report* **August 20, 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: 5

SUBJECT: **A RESOLUTION APPROVING FINAL PARCEL MAP NO. 20683, LOCATED NEAR THE SOUTHWEST CORNER OF SULTANA AVENUE AND D STREET**

RECOMMENDATION: That the City Council adopt a Resolution approving Final Parcel Map No. 20683 located near the southwest corner of Sultana Avenue and D Street.

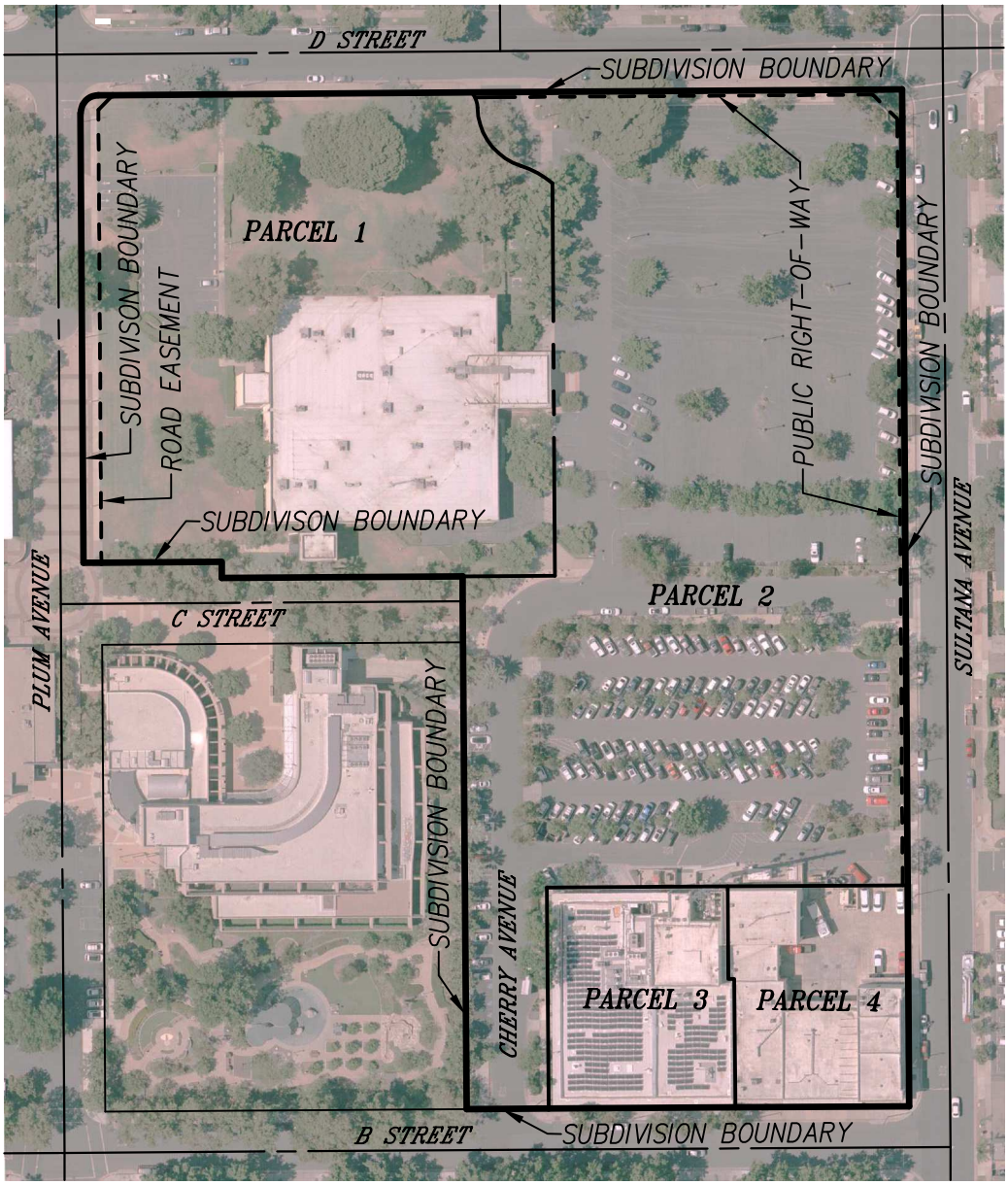
THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Focus Resources in Ontario's Commercial and Residential Neighborhoods
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

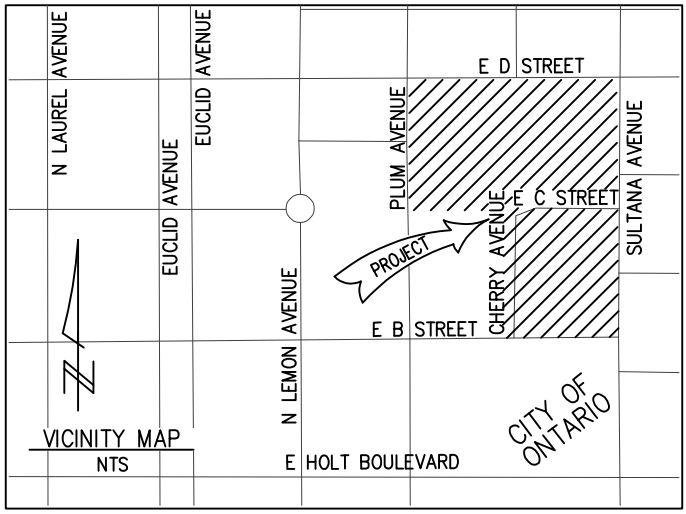
FISCAL IMPACT: There is not a direct fiscal impact associated with this action. All public infrastructure improvements required have already been constructed.

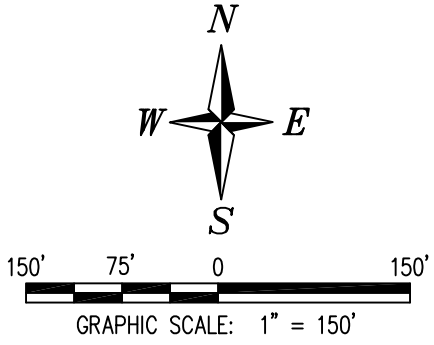
BACKGROUND & ANALYSIS: Final Parcel Map No. 20683, consisting of four numbered lots on approximately nine acres of land, as shown on Exhibit A, has been submitted by the City of Ontario, a Municipal Corporation, and the University of La Verne, a California Nonprofit Public Benefit Corporation. Tentative Parcel Map No. 20683 was approved by the Planning Commission on March 28, 2023.

This map meets all conditions of the Subdivision Map Act and the Ontario Municipal Code. All public improvements were previously installed, and the map has been reviewed and approved by the City Engineer.

EXHIBIT A
PARCEL MAP NO. 20683
CITY OF ONTARIO







VANLEN CONSULTANTS
GEOMATICS • CIVIL DESIGN • PLANNING

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FINAL PARCEL MAP NO. 20683, LOCATED NEAR THE SOUTHWEST CORNER OF SULTANA AVENUE AND D STREET.

WHEREAS, Tentative Parcel Map No. 20683 submitted for approval by the City of Ontario, a Municipal Corporation and the University of La Verne, a California Nonprofit Public Benefit Corporations, was approved by the Planning Commission of the City of Ontario on March 28, 2023; and

WHEREAS, Tentative Parcel Map No. 20683 consists of four numbered lots, being a subdivision of Parcel 1 of Parcel Map No. 15245 as per map recorded in book 188, pages 93 through 95, and all of Lots 1 through 12 of Block 33 and portions of Cherry Avenue and C Street as per map recorded in book 9, page 43, of official records in the Office of the County Recorder of the County of San Bernardino, State of California;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ontario, California, that Final Parcel Map No. 20683 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 20th day of August, 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 August 20, 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 August 20, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **August 20, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Economic Development Prepared By: Peter Pallesen Department: Prepared By: Peter Pallesen Staff Member Presenting: Jennifer McLain Hiramoto, Economic Development Director Reviewed By: Charity Hernandez Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 6

SUBJECT: **AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH THIRTIETH STREET ARCHITECTS, INC. FOR THE ADAPTIVE REUSE PROJECT AT 121-143 NORTH EUCLID AVENUE.**

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute Amendment No. 6 to the Design Services Agreement with Thirtieth Street Architects, Inc., of Costa Mesa, California for the Adaptive Reuse Project at 121-143 North Euclid Avenue in the amount of $100,000 for a total not-to-exceed contract amount of $806,600; and to extend the contract termination date by one year to December 31, 2025.

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: The Fiscal Year 2024-25 Adopted Budget includes, and any subsequent Proposed Budget will include, appropriations from the General Fund for these services, as necessary. The proposed Amendment No. 6 increases the Agreement amount by $100,000 for a revised total not-to-exceed amount of $806,600.

BACKGROUND & ANALYSIS: The City of Ontario is investing significant resources in revitalizing the historic downtown into a vibrant, 18-hour destination. It is doing this in several ways, including: acquiring underutilized or dilapidated buildings, with an emphasis on historic properties; partnering with experience developers capable of infusing new housing, offices, and/or retail into Downtown, and; investing in strategic infrastructure projects, such as improving sewer drains, lighting, wayfinding, and parking.

On August 8, 2023, the City of Ontario entered into an exclusive negotiating agreement with LAB-CO LLC ("Developer") whereas the Developer is interested in acquiring certain real property currently owned by the City located at 121 North Euclid Avenue, 125-127 North Euclid Avenue, 129-133 North

Euclid Avenue, and 137-143 North Euclid Avenue for the purposes of an adaptive reuse project ("Project"). The Project will consist of restoring the historic properties along Euclid and creating 18 separate retail opportunities for food and beverage operators as well as outdoor garden and patio space. Throughout the City and Developer's negotiations and due diligence period, it has been mutually agreed upon that an in-depth Historic Structures Report ("HSR") shall be commissioned in order to fully understand the buildings' existing conditions, historical contexts, and what an engineer's cost estimate would be to structurally retrofit the buildings as well as any structural limitations there may be that could affect the Project's design.

As such, the City has engaged with Thirtieth Street Architects to commission the necessary HSR's. As experts in their field and with an existing knowledge of Downtown Ontario, the City's Historic Preservation codes, and previous experience working directly with the Developer on previous projects, they are the preferred consultant to perform this work.

Staff recommends authorizing Amendment No. 6 to the Design Services Agreement with Thirtieth Street Architects, Inc. in the amount of $100,000 for a new total not-to-exceed contract amount of $806,600 and to extend the term of the agreement through December 31, 2025.

thirtieth
street
architects
inc.

founding principals
john c. loomis, architect
james c. wilson, architect

principal
elwood l. gulley, architect

AGREEMENT

Agreement made today between the City of Ontario, 303 “B” Street Ontario, CA 91764, hereinafter referred to as the Client; and Thirtieth Street Architects, Inc., 2821 Newport Blvd. Newport Beach, CA 92663, John C. Loomis and James C. Wilson, the Architects. It is the intention of the City to have the existing Historic Structures Report previously prepared by TSA for 143 N. Euclid Avenue, Street, Ontario, CA updated to include specific recommendations for the adaptive reuse project concept created by the LAB, and to have new Historic Structures Reports prepared for 129-131 N. Euclid Ave., 125 N. Euclid Ave and the vacant lot to the south. This report will evaluate the condition of the existing buildings/site and make recommendations for improvements necessary for the adaptive use project created by the LAB.

BASIC SERVICES

The Architect's Basic Services consist of the phases described below, including a Preservation Architect, Architectural Historian, Structural and MEP Engineering assessments

Project Team

Architect	Thirtieth Street Architects, Inc. 2821 Newport Blvd. Newport Beach, CA 92663

	John Loomis, Principal in Charge c. (949) 274-1092
Historian	Daly and Associates Portland, Oregon
Structural Engineer Contact info…	Grimm & Chen Irvine, CA
Mechanical, Electrical and Plumbing Engineering	NV5 Irvine, CA
LiDAR Consultant	Precision Property Measurements Los Angeles, CA

The following services/consultants are not included in this Agreement and shall be provided by the Owner if needed:

- Geotechnical Engineering
- Hazardous Materials Study
- Termite Study
- Mold and Mildew Report

Scope of Work

Phase I, Field Reconnaissance

The Preservation Architect, Architectural Historian, Structural and MEP Engineers shall review the existing construction drawing and other miscellaneous documents.

The Preservation Architect, Architectural Historian, Structural and MEP Engineers shall conduct an intense on-site field reconnaissance to assess conditions of the existing building including:

Identification of character defining and historically significant features, materials and finishes
Sequence of Construction and Change
Prior uses of the buildings
Evaluation of the Condition of Exterior and Interior Finishes and Features
Review of structural condition and determination if there is any evidence of prior seismic retrofit improvements.
Identification of existing MEP building systems and their age and condition
Evaluation of historic significance
Condition of historic fabric

The Architect shall photo document existing conditions.
The Team shall summarize in writing its findings from the Field Reconnaissance.

Phase I Products

Field Notes
Photo Documentation

Summary of Field Recon

Phase I Products

Written summary of findings

Phase II, Evaluation of Existing Conditions and Make Repair Treatment Recommendations

Based on the Field Reconnaissance, the Team shall assess and evaluate existing conditions and make protection, maintenance and repair treatment recommendations for the proposed adaptive reuse project as prepared by the LAB including:

Code Compliance
ADA Compliance
Exiting and Life Safety
Identification of Hazardous Conditions
MEP systems recommendations
Evaluation of Condition of Exterior and Interior Finishes and Features
Existing Hazards
Fire ratings of wall, floor and roof assemblies
Accessibility Improvements
Seismic Retrofit
Energy Efficiency Improvements

The Team shall summarize its findings and recommendations in writing.

The Team shall prepare a Statement of Probable Cost for Repair Treatment Recommendations

Phase II Products

Written summary of evaluation of existing conditions and maintenance and repair treatment recommendations.

Statement of Probable Cost for Repair Treatment Recommendations

III, Preparation of "As-Builts" Drawings

The Team shall engage a LiDAR Consultant to prepare CAD as built drawings of all three buildings including:

A site plan
Floor plans of all levels
Roof plan
Exterior elevation of all façades
Two building Sections, one N/S and one E/W

Phase III Products

As-Built CAD drawings

ADDITIONAL SERVICES

The following services are not included in Basic Services.

Providing services and consultants for other than normal Architectural, Architectural Historian and MEP and Structural Engineering Services. Hazardous Material Study, Mold and Mildew Inspection and Termite

Inspection, Civil and Geotechnical Engineering are also not a part of this Agreement.

Providing detailed estimates or analysis of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor.

Providing legal services for the preparation of partywall agreements, easements or right of ways.

Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted Architectural practice.

OWNER'S RESPONSIBILITIES

The Owner shall provide full information regarding his requirements for the Project. The Owner shall designate, when necessary, a representative authorized to act in his behalf with respect to the Project. The Owner or his representative shall examine documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect.

COST ESTIMATE

Construction Cost does not include the fees of the Architect and consultants, the cost of land, rights of way, or other costs, which are the responsibility of the Owner.

Cost Estimates prepared by the Architect represent his best judgment as a design professional familiar with the construction industry. It is

recognized, however, that neither the Architect nor the Owner has any control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Architect cannot and does not guarantee that bids will not vary from any cost estimate prepared by him.

PROFESSIONAL FEES

The Professional Fees for Phase I through III shall be as listed below, plus reimbursable expenses.

Phase	Fee
Base Services	
Phase I, Field Reconnaissance	A lump sum of $25,000
Phase II Evaluation of Existing Conditions and Make Repair Treatment Recommendations.	A lump sum of $50,000
Phase III, Preparation of As-Builts	A lump sum of $20,000
Total:	$95,000
Reimbursable Allowance:	$5,000 Max

Additional Services, if requested by the Owner in writing, shall be billed at the following hourly rates:

HOURLY FEE SCHEDULE:

ARCHITECT

Principal	$225/hr.
Licensed Architect	$190/hr.
Draftsperson	$155/hr.

Architectural Historian

Structural Engineer	$240/hr.

MEP Engineer	$220/hr.

Lydar Technician	$155/hr.

Once the contract is approved, we will begin work immediately. Billings shall be made to the Owner monthly in proportion to the Work completed plus reimbursable expenses.

Reimbursable expenses include blueprinting and any unusual expenses incurred and shall be in addition to any fees above. Reimbursable expenses shall be billed at the multiple of 1.1 times cost to cover processing and bookkeeping per the following reimbursable schedule:

Reimbursable Cost Schedule

Item	Cost
Blueprinting	Invoice
Copying	.25/page

In-house Blueprints	$1/sheet
In-house color copies	$1/sheet
Other Expenses*	Cost

The the hourly rates listed are subject to a cost of living increase two years from the date of this Agreement.

Time of Performance

We estimate the following time frames to complete each phase of work:

Phase	Time to Complete
Base Services	
Phase I, Field Reconnaissance	2-3week
Phase II Evaluation of Existing Conditions and Make Repair Treatment Recommendations.	4-8 weeks
Phase III Preparation of As-Builts	Concurrent with Phase II
Total	6-11 weeks

No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors.

If the Project is suspended by the Owner or abandoned in whole or in part, the Architect shall be paid his compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with reimbursable expenses then due.

DEFAULT

In the event Owner fails to pay the Architect within thirty (30) days after invoices are rendered, Owner agrees that the Architect shall have the right to consider said default a total breach of this Agreement and, upon written notice, the duties, obligations and responsibilities of the Architect under this Agreement are terminated. In such event, Owner shall then promptly pay the Architect all of the fees and charges for services rendered by the Architect.

DELAYS

Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the other's control.

TERMINATION

This Agreement may be terminated by either party upon seven 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 the Architect, the Architect shall be paid his compensation for services performed to termination date, including reimbursable expenses then due and all terminal expenses.

OWNERSHIP OF DRAWINGS

Drawings and Specifications as Instruments of Service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. They are not to be used by the Owner on other projects or extensions to this Project except by agreement in writing and with appropriate compensation to the Architect. The Owner has rights to blueprint copies or sepias.

TERMITE DAMAGE, MOLD/MILDEW AND HAZARDOUS MATERIALS ABATEMENT

The Owner hereby assumes all responsibility for the discovery, identification and abatement of all termite damage, mold, mildew or

hazardous materials in the existing structure. The Owner shall hold he Architect harmless from any and all liabilities resulting from same.

SEISMIC

Structural Engineering services are observational only and intended to identify Seismic Retrofit issues and make general recommendations for repairs. The preparation of construction documents and structural calculations is not included.

SUCCESSORS AND ASSIGNS

The Owner and Architect each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement. Neither the Owner or the Architect shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other.

LIMITATION OF LIABILITY

The Owner agrees to limit the Architect's liability to the Owner and to all Contractors and Subcontractors on the Project, due to professional negligent acts, errors or omissions of the Architect, to the sum of $50,000. or the Architect's fee, whichever is smaller.

CLAIMS BY PARTIES

All claims, disputes, and other matters in question arising out of or relating to, this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration

rules of the American Arbitration Association then obtaining. This Agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration shall be filed in writing with the other party to the contract 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 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.

Should arbitration occur between the two parties relating to the provisions of this Agreement, or any act arising out of the performance of this Agreement, all expenses, collection expenses, witness fees, court costs and attorney's fees shall be paid by the non-prevailing party to the prevailing party.

The Owner agrees that the Architect can not be joined with any other person that is not a party to this Agreement either by joiner or consolidation except by the Architect's written consent.

APPLICABLE LAW

Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Architect.

WARRANTY OF AUTHORITY TO SIGN

The person signing this Agreement warrants he has authority to sign as, and on behalf of, the Owner for whom or for whose benefit Thirtieth Street Architect's services are rendered. If such person does not have such authority, he agrees that he is personally liable for all breaches of this Agreement, and that in any action against him for breach of such warranty a reasonable attorney's fee shall be included in any judgment rendered.

The undersigned hereby acknowledges that he or she has reviewed and accepts all provisions of this Agreement including the payment schedule.

The confirmation is valid for a period of thirty (30) days from the date shown above. If not accepted within thirty (30) days it is void.

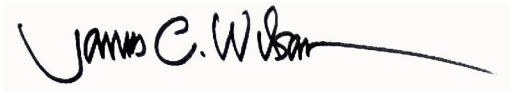
This Agreement executed on the day and year first written above.

OWNER **THIRTIETH STREET ARCHITECTS, INC.**



Authorized Agent

John C. Loomis Lic#C8684
President



James C. Wilson Lic. #C8994
Secretary/C.F.O.

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. 6 TO THE DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND THIRTIETH STREET ARCHITECTS, INC.

1. Parties and Date.

This Amendment No. 6 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and Thirtieth Streets Architects, Inc. a Corporation ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled "Design Services Agreement" dated February 15, 2021 ("Agreement"). ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to revise the scope of services for the Adaptive Reuse Project at 121-143 North Euclid Avenue set forth in Amendment No. 6 – Attachment "A" and increase the not-to-exceed compensation amount by **One Hundred Thousand Dollars ($100,000)**. The City and Consultant desire to amend the Agreement to extend the Agreement term through December 31, 2025. The Parties have heretofore entered into Amendment No. 1 dated April 19,2022, Amendment No. 2 dated March 21, 2023, Amendment No. 3 dated November 1, 2023, Amendment No. 4 dated March 19, 2024, and Amendment No. 5 dated June 6, 2024.

2.3 Amendment Authority. This Amendment No. 6 is authorized pursuant to Section 3.8.1 of the Agreement.

3. Terms.

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

> "3.10.1 Consultant's Compensation for Basic Services. City shall pay to consultant, for the performance of all Services rendered under this Agreement, with the total not to exceed amount of **Eight Hundred**

Thousand Six Hundred Dollars ($806,000) ("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 "A" 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."

Exhibit A is hereby deleted in its entirety and replaced with Attachment A attached hereto and incorporated herein by reference.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 6, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 6. From and after the date of this Amendment No. 6, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 6.

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. 6.

3.4 Severability. If any portion of this Amendment No. 6 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. 6 TO THE DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND THIRTIETH STREET ARCHITECTS, INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 5 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

THIRTIETH STREET ARCHITECTS, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

CITY OF ONTARIO *Agenda Report* **August 20, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Planning Prepared By: Edmelynne V Hutter Department: Prepared By: Edmelynne V Hutter Staff Member Presenting: Scott Murphy, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 7

SUBJECT: **AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., TO PROVIDE ENVIRONMENTAL SERVICES FOR PHASE 2 OF THE ONTARIO ARENA ENTERTAINMENT DISTRICT PROJECT**

RECOMMENDATION: That the City Council approve and authorize the City Manager or designee to execute Amendment No. 1 to a Professional Services Agreement with Kimley-Horn and Associates, Inc., of Riverside, California, to increase the project funding by $152,000 for a total authorized expenditure of $264,000, to provide environmental services for Phase 2 of the Ontario Arena Entertainment District Project.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Invest in the Growth and Evolution of the City's Economy
Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies and Activities

FISCAL IMPACT: Any potential long-term fiscal impact and project expenditures to the City will be offset by revenue sources such as development impact fees and property and sales tax revenues generated by future developments. If approved, additional zero impact appropriations will be requested at the first quarter budget adjustment.

BACKGROUND & ANALYSIS: On June 11, 2024, the City executed a Professional Services Agreement with Kimley-Horn and Associates, Inc., for the preparation of an Environmental Impact Report (EIR) Addendum to the Certified Ontario Center Specific Plan EIR. The approved budget for this project was $112,000. An amendment to the executed Professional Services Agreement with Kimley-Horn and Associates, Inc., is proposed in the amount of $128,000, plus ten percent (10%) contingency of Twenty-four Thousand Dollars ($24,000), for a total authorized expenditure amount of $264,000. The additional funds will be used to prepare additional studies including: [1] Traffic Impact Study, and [2] Parking Study for the Ontario Center Entertainment District.

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREMEENT BETWEEN THE CITY OF ONTARIO AND KIMLEY-HORN AND ASSOCIATES, 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 Kimley Horn and Associates, Inc., a corporation. The City and Kimley Horn and Associates, Inc. are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Kimley Horn and Associates, Inc. have entered into an agreement entitled "Professional Services Agreement" dated June 11, 2024, ("Agreement").

2.2 Amendment Purpose. The City and Kimley Horn and Associates, Inc. desire to amend the Agreement to revise the scope of services for the Environmental Impact Report (EIR) Addendum in the amount of $112,000., to amend the Certified Ontario Center Specific Plan EIR and the not-to-exceed compensation amount by One Hundred Twenty-Eight Thousand Dollars ($128,000) for a total contract amount not-to-exceed Two Hundred Forty Thousand Dollars ($240,000).

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 3.7.14 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.2.1 of the Agreement is hereby amended in its entirety to read as follows:

> "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 in by reference. The total compensation shall not exceed **Two Hundred Forty Thousand Dollars** (**$240,000.00**) without written approval of the City Council or City Manager, or designee, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

Exhibit A is hereby deleted in its entirety and replaced with Attachment A attached hereto and incorporated herein by reference.

Exhibit B is hereby deleted in its entirety and replaced with Attachment B attached hereto and incorporated herein by reference.

Exhibit C is hereby deleted in its entirety and replaced with Attachment C attached hereto and incorporated herein by reference.

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. 01 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND KIMLEY-HORN AND ASSOCIATES, 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

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

Kimley»Horn

July 23, 2024

Rudy Zeledon
Community Development Assistant Director
City of Ontario
303 East B Street
Ontario, CA 91764

RE: Preparation of a California Environmental Quality Act (CEQA) Environmental Impact Report (EIR) Addendum to Amend the Adopted Certified Ontario Center Specific Plan EIR Previously Approved for the Phase 2 of the Ontario Arena Entertainment District Project

Dear Mr. Zeledon:

Kimley-Horn and Associates, Inc. (Kimley-Horn) appreciates the opportunity to submit this proposal to provide environmental services to the City of Ontario (“Client” or "City"), for the preparation of an EIR Addendum to the Adopted Certified Ontario Center Specific Plan EIR (“the Project”). The EIR Addendum will be prepared in accordance with City policy and procedures as directed by City staff, for compliance with the California Environmental Quality Act (CEQA). Based on direction provided by the City, it is assumed that an EIR Addendum is the appropriate CEQA document for this Project.

Background

The City of Ontario approved the Ontario Center Specific Plan (Specific Plan) in August 1981. As adopted in 1981, the Specific Plan provided for up to 1,530 residential units, close to seven million square feet of commercial development, and nearly two million square feet of industrial uses on approximately 600 acres. Several amendments to the 1981 Specific Plan, along with appropriate environmental review, have been approved by the City since its adoption.

Project Understanding

The proposed Project consists of the amendment of the Piemonte Overlay for the Ontario Center Specific Plan EIR for the Phase 2 portion of the Project. The scope of the project for Phase 2 will include the addition of 402,500 square feet (350,000 SF, plus 15%) of commercial entertainment uses, plus a 300-room hotel, 2,500 seat performance arts theater. Phase 2 will be located within Subareas 4 (proposed parking structure) and 19 (currently developed with parking lot) of the Piemonte Overlay of the Ontario Center Specific Plan (see attached conceptual site plan). Phase 2 does not require an Amendment to the Piemonte Overlay; however, the Piemonte Overlay states that future development within improved parking of Subarea 19, will require additional environmental review.

We have also made certain assumptions noted below regarding the frequency and nature of internal team meetings, internal/legal team review, and City staff coordination and review processes. Although City staff could provide much of the CEQA administrative support, we have included typical CEQA administrative support tasks in this proposal.

ADDENDUM EIR SCOPE OF WORK

Task 1: Mobilization

The Kimley-Horn environmental team will utilize available project information, plans and will utilize the technical studies prepared by Kimley-Horn, as well as other available relevant information. Kimley-Horn will confirm the overall approach and schedule with the City. Kimley-Horn will conduct a site visit to review existing conditions on the property and surrounding environment.

Task 2: Prepare Project Description

The Kimley-Horn environmental team will use information obtained in Task 1 and work closely with City staff and Applicant to prepare a draft Project Description (PD) for the CEQA document. The PD will be prepared to the level of detail required by the City for the entitlement approvals being sought. The draft PD will be sent to the City for review and will be used as the basis for the EIR Addendum.

Task 3: Prepare EIR Addendum

This task assumes preparation of the EIR Addendum and incorporation of findings from the technical studies. State CEQA Guidelines Section 15164 provides general guidance regarding Addendums; however, it defers to Section 15162 to determine whether circumstances warrant preparation of a Subsequent EIR. In other words, if the project fails to meet Section 15162 criteria, an Addendum may be appropriate. This finding must consider factors such as changes in the scope of the proposed Project relative to the approved Project, changes in surrounding circumstances that have occurred since the Final EIR was certified, and the discovery of new information that was not known at the time the previous EIR was prepared. The Addendum test is the ability to provide substantial evidence showing that the proposed Project would not create new significant adverse impacts or increase the severity of a significant adverse impact identified in the previous EIR.

For the environmental analysis, it is important to demonstrate that adequate consideration has been given to all the environmental topics previously analyzed as part of the Certified Ontario Center Specific Plan EIR and sufficient documentation is provided to support the determination that the Addendum is the appropriate CEQA documentation. Therefore, Kimley-Horn proposes to use the CEQA Environmental Checklist as the basis for the analysis. For each topic on the checklist, a summary of the findings from the Final EIR will be provided. Kimley-Horn anticipates

that the results of the technical studies will conclude that the proposed Project's impacts are consistent with the Certified Ontario Center Specific Plan EIR. The EIR Addendum will rely upon graphics provided by the Applicant or others.

The State CEQA Guidelines do not specify the content or format for an EIR Addendum. Kimley-Horn recommends the Addendum consist of the following: (1) Purpose of the Addendum; (2) Project Background; (3) Project Description, which would provide a project setting discussion; (4) Environmental Analysis; and (5) Conclusions. A Mitigation Monitoring and Reporting Plan (MMRP) will be provided as an Appendix to the Addendum. The MMRP will identify those measures from the Specific Plan Final EIR that would be applicable to the proposed Project as well as any modifications to measures and standard conditions of approval that are applicable based on regulatory and City requirements. The MMRP is assumed to be simply an update of the existing approved MMRP.

Task 4: Address City Comments on Admin Draft Addendum EIR

This task assumes up to two (2) rounds of comments from the City. Once comments have been addressed, Kimley-Horn will prepare a final EIR Addendum for the City's records. If necessary, up to 5 hard copies of the Addendum will be printed with all technical studies on CD. Per CEQA Guidelines Section15164 (c), an EIR Addendum does not need to be circulated for public review.

This task excludes preparation of updated findings, all public notices, or other administrative CEQA support services, which could be provided on a time and materials basis if desired.

Task 5: Project Meetings

The Kimley-Horn Project Manager will attend meetings on a time and materials (T&M) basis, assumed to be up to three (3) meetings with the Client or City staff. If desired by the City, Kimley-Horn will make a presentation of CEQA findings to the City at one public meeting.

Task 6: Project Management

The Kimley-Horn team will be led by Mr. Ruben Salas, with support by Mr. Kevin Thomas, CEP, ENV SP. Ruben has over 9 years of experience and Kevin has over 35 years of experience in CEQA/NEPA compliance. Kevin will personally review the CEQA documentation and related analyses for compliance with CEQA. Ruben and Kevin will provide regular updates to the Client.

TECHNICAL STUDIES

Task 7: Air Quality and Greenhouse Gas Emissions Analysis

The project specific technical analysis will evaluate air quality impacts associated with the proposed project relative to impacts identified in the Ontario Center Specific Plan EIR. The

significance of air quality and greenhouse gas impacts will be determined in comparison to applicable significance thresholds and to the findings of the Specific Plan EIR.

Kimley-Horn will assess air quality emissions in accordance with the South Coast Air Quality Management District's (SCAQMD's) recommended methodologies set forth in the SCAQMD *CEQA Air Quality Handbook*. The analysis will be prepared in accordance with the criteria, standards, and provisions of the California Environmental Quality Act (CEQA) and will respond to the applicable checklist items within Appendix G of the CEQA Guidelines. The analysis will evaluate if the project would result in any new or substantially more severe significant environmental impacts as compared to the conclusions discussed in the certified EIR. The analysis will include the following:

- Construction emissions (equipment exhaust and fugitive dust) will be quantitatively evaluated using the California Emissions Estimator Model (CalEEMod).
- Operational emissions (i.e., area, mobile, and energy source) will be quantified with CalEEMod.
- Modeled construction and operational emissions will also be compared to the SCAQMD Localized Significance Thresholds to determine whether the localized impacts would occur. Construction health risks will be evaluated qualitatively. If necessary, a construction health risk can be provided under a separate scope and fee.
- Project consistency with the SCAQMD's latest Air Quality Management Plan (AQMP) will be addressed.
- Kimley-Horn will provide a qualitative odor analysis from the construction and operation of the proposed project.

Kimley-Horn will analyze the project's consistency with the City of Ontario Community Climate Action Plan (CCAP). The analysis will use the CCAP Screening Tables to determine if the project can garner 100 points by including enough GHG reduction strategies in order to be consistent with the CCAP and result in a less than significant GHG impact. The analysis will evaluate if the project would result in any new or substantially more severe significant environmental impacts as compared to the conclusions discussed in the certified EIR. The significance of GHG impacts will be determined in comparison to applicable significance thresholds and to the findings of the Specific Plan EIR.

Task 8: Noise and Vibration Assessment

Kimley-Horn will prepare a noise and vibration assessment that will quantify both construction and operational noise levels. Pursuant to CEQA Guidelines Section 15164, the noise analysis will compare the potential impacts of the current proposal with the previous impacts identified for

the Specific Plan EIR. The analysis will examine whether the project noise would generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of applicable standards. The following outlines our approach:

- **Existing Conditions and Regulatory Setting.** Noise standards regulating noise impacts will be discussed for land uses on and adjacent to the project site. A site visit will be conducted, and short-term noise level measurements will be taken along the project area. Up to six short-term (10-minute) noise measurements will be taken at various locations to establish ambient noise levels at various land uses and areas in the project vicinity.

- **Construction Noise.** Noise impacts from construction sources will be analyzed based on the anticipated equipment to be used, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. The construction noise impacts will be evaluated in terms of maximum levels (L_{max}) and hourly equivalent continuous noise levels (L_{eq}) and the frequency of occurrence at adjacent sensitive locations.

- **Vibration.** An analysis of construction vibration impacts will be based on the Federal Transit Administration's (FTA's) vibration analysis guidance. Analysis requirements will be based on the sensitivity of the area, specific construction activities, and Noise Ordinance specifications. The analysis will examine whether the project would generate excessive groundborne vibration.

- **Operational Noise.** On-site noise generating activities will be addressed and analyzed for potential impacts to the adjacent uses and will be assessed against the applicable Land Use Noise and Compatibility Matrix and Interior/Exterior Noise Guidelines. Stationary noise sources will be quantitatively assessed. On- and off-site noise impacts from vehicular traffic will be assessed using the U.S. FHWA Traffic Noise Prediction Model (FHWA-RD-77-108). The 24-hour weighted Community Noise Equivalent Levels (CNEL) will be presented in a tabular format.

Noise and vibration effects during construction and operation will be compared to the applicable significance criteria, and then compared to the findings of the Specific Plan EIR. Applicable mitigation consistent with the Specific Plan EIR will be identified.

Task 9: Water Supply Assessment

Kimley-Horn will prepare the Phase II of the Original Model Colony Adept Project WSA. The WSA will demonstrate if there will be a sufficient water supply for the proposed developments detailed in Phase 2 of the Ontario Arena Entertainment District. A WSA is required to prepare in compliance with the California Environmental Quality Act (CEQA). The Phase II WSA will be a full,

comprehensive assessment, building on the findings from the Phase l WSA conducted by Placeworks, Inc.

Kimley-Horn will provide the services specifically set forth below.

Data Collection

This task assumes consultant will research and acquire the following data:

- 2020 City of Ontario Urban Water Management Plan,
- 2020 Chino Basin Desalter Authority Urban Water Management Plan,
- 2020 Inland Empire Utilities Agency Urban Water Management Plan,
- 2020 San Antonio Water Company Urban Water Management Plan,
- Water System Master Plan,
- Water Distribution System Computer Model (if available),
- Information on water supply sources including water supplies available during normal, single dry, and multiple dry water years during a 20-year period, and
- Water infrastructure in the Phase 2 of the Ontario Arena Entertainment District Project Plan

Water Demand Projections

Based on the land use information provided by the Client, Kimley-Horn will project water demand using acceptable unit water demand duty factors per the local standards, for the proposed development. The developed water demand information will form the basis for the WSA.

Water Supply Assessment

Kimley-Horn will perform a WSA using information presented in the UWMP that examines existing water supply entitlements, water rights, and water service contracts relevant to the water supply for the proposed Specific Plan, as well as water received in prior years pursuant to those entitlements and any proposed additional water supplies planned by the City to assess whether sufficient water supplies would be available for the future project.

The WSA will address whether the City of Ontario's water system's total projected water supplies available during normal, single dry, and multiple dry water years during a 20-year projection would meet the projected water demand associated with the proposed Project in addition to the public water system's existing and planned future uses.

Draft and Final Report Presentation

Following the WSA analysis, Kimley-Horn will prepare Draft and Final reports that includes the following:

1. Introduction
2. Project Description
3. Project Location
4. Existing Land Uses
5. Proposed Land Uses
6. Identification of Public Water System
7. Project Water Demand
8. Urban Water Management Plan Review which addresses the following:
    a. Recycled Water Use
    b. Groundwater
    c. Water Conservation Act of 2009
    d. Water Supply Reliability
    e. Water Shortage Contingency Planning
    f. Demand Management Measures
9. Conclusions and Recommendations

Kimley-Horn will submit the Draft Report to the Client for review and comments. Kimley-Horn will incorporate two rounds of review comments and prepare a Final Report.

Task 10: Traffic Impact Study

Kimley-Horn will prepare a Traffic Study based on the City of Ontario traffic study requirements and the San Bernardino County Transportation Authority (SBCTA) *Recommended Traffic Impact Analysis Guidelines for Vehicle Miles Traveled (VMT) and Level of Service (LOS) Assessment* (SBCTA Guidelines; February 2020).

Sub-Task 10.1: Scoping Agreement and VMT Screening

Kimley-Horn will obtain a copy of the Project site plan for the proposed Project, including building square footages and uses, site layout, site driveways, parking supply, and any other site features that will affect the traffic analysis.

Kimley-Horn will prepare a Traffic Study Scoping Agreement, identifying the Project trips, trip distribution, and recommended study locations for submittal to City of Ontario Traffic Engineering staff. One (1) conference call with City staff is assumed; to discuss and resolve the Scoping Agreement.

Kimley-Horn will run initial VMT screening based the City of Ontario VMT requirements and the San Bernardino County Transportation Authority (SBCTA) Guidelines. Kimley-Horn will coordinate with the lead agency regarding their planned approach to establishing thresholds and methodologies for the VMT analysis. Should the City require a quantitative VMT analysis, a quantitative VMT scope is provided below.

Sub-Task 10.2: LOS Analysis

Kimley-Horn will conduct a site visit to observe and document existing traffic conditions in the Project vicinity, including site access points, surrounding street system and traffic control, and surrounding land uses.

Based on discussion with City Staff, Kimley-Horn assumes that the traffic analysis will evaluate Project-related effects at up to twenty-seven (27) study intersections and up to twenty-four (24) roadway segments, as noted below:

1. Fourth Street at Haven Avenue
2. Fourth Street at Shopping Center Driveway
3. Fourth Street at Duesendberg Drive/Utica Avenue
4. Fourth Street at Via Asti
5. Fourth Street at Via Piemonte
6. Fourth Street at Empire Court
7. Fourth Street at Milliken Avenue
8. Fourth Street at Franklin Avenue
9. Fourth Street at I-15 SB Ramps/Ontario Mills Drive
10. Fourth Street at I-15 NB Ramps
11. Concours Street at Haven Avenue
12. Concours Street at Shopping Center Driveway
13. Concours Street at Mercedes Lane/Ontario Center (West)
14. Concours Street at Mian Driveway
15. Concours Street at Ferrari Lane
16. Concours Street at Ontario Center (East)
17. Concours Street at Milliken Avenue
18. Inland Empire Boulevard at Haven Avenue
19. Inland Empire Boulevard at Porsche Way/Mercedes Lane
20. Inland Empire Boulevard at Ferrari Lane
21. Inland Empire Boulevard at Milliken Avenue
22. Haven Avenue at I-10 WB Ramps
23. Haven Avenue at I-10 EB Ramps
24. Milliken Avenue at I-10 WB Ramps/Ontario Mills Parkway
25. Milliken Avenue at I-10 EB Ramps
26. Ontario Center at Via Asti
27. Ontario Center at Via Piemonte (West)

Study Roadway Segments:

1. Fourth Street: West of Haven Avenue

2. Fourth Street: Haven Avenue to Duesendberg Drive/Utica Avenue
3. Fourth Street: Duesendberg Drive/Utica Avenue to Via Asti
4. Fourth Street: Via Piemonte to Milliken Avenue
5. Fourth Street: Milliken Avenue to Franklin Avenue
6. Fourth Street: Franklin Avenue to I-15 SB Ramps/Ontario Mills Drive
7. Concours Street: Haven Avenue to Mercedes Lane/Ontario Center (West)
8. Concours Street: Mercedes Lane/Ontario Center (West) to Main Driveway
9. Concours Street: Main Driveway to Ferrari Lane
10. Concours Street: Ferrari Lane to Ontario Center (East)
11. Concours Street: Ontario Center (East) to Milliken Avenue
12. Inland Empire Boulevard: Haven Avenue to Porsche Way/Mercedes Lane
13. Inland Empire Boulevard: Porsche Way/Mercedes Lane to Ferrari Lane
14. Inland Empire Boulevard: Ferrari Lane to Milliken Avenue
15. Haven Avenue: North of Fourth Street
16. Haven Avenue: Fourth Street to Concours Street
17. Haven Avenue: Concours Street to Inland Empire Boulevard
18. Haven Avenue: Inland Empire Boulevard to I-10 WB Ramps
19. Haven Avenue: I-10 WB Ramps to I-10 EB Ramps
20. Milliken Avenue: North of Fourth Street
21. Milliken Avenue: Fourth Street to Concours Street
22. Milliken Avenue: Concours Street to Inland Empire Boulevard
23. Milliken Avenue: Inland Empire Boulevard to I-10 WB Ramps
24. Milliken Avenue: I-10 WB Ramps to I-10 EB Ramps

Kimley-Horn will collect weekday daily, morning, and evening peak hour traffic count data for the agreed upon study locations.

Kimley-Horn will develop Project trip generation estimates, using the Institute of Transportation Engineers (ITE) Trip Generation Manual (11th Edition) trip rates.

Kimley-Horn will develop trip distribution assumptions for the Project traffic, based on likely origins and destinations of employees and patrons, as well as current traffic patterns in the area. Project traffic will be distributed through the study intersections, and the Project traffic contribution to each intersection will be identified.

Kimley-Horn will summarize operating conditions at the study intersections for the following scenarios:

1. Existing Conditions
2. Opening Year Cumulative (Existing Plus Ambient Growth Plus Cumulative Projects
3. Opening Year Cumulative Plus Project

4. Horizon Year 2050
5. Horizon Year 2050 Plus Project

Kimley-Horn will work with City staff and surrounding cities to identify approved and pending projects and ambient growth rates, to develop cumulative conditions traffic forecasts for the Project Opening Year.

Kimley-Horn will develop Horizon Year forecast volumes based on SBTAM model plots and the B-turns methodology.

Kimley-Horn will identify Project-related effects and recommended improvements, if necessary.

Sub-Task 10.3: Documentation and Response to Comments

Kimley-Horn will prepare a stand-alone traffic study to document the methods and results of the analyses performed in Tasks 10.1 and 10.2.

Kimley-Horn will revise the traffic study to respond to one (1) round of City review comments, to the extent that the revisions are within the approved scope of services and that no new data collection or additional analysis is required.

The traffic study will address the impacts of a single development scenario. Analysis of Project alternatives, phased development, additional analysis scenarios, or revised analysis to address revisions to the site plan will require fee augmentation.

Task 11: Shared Parking Study

Kimley-Horn will prepare a shared parking study for the proposed Project.

Kimley-Horn will obtain a copy of the Project site plan showing the site layout, with proposed building uses and square footages, and all parking areas with the number of parking spaces enumerated.

Kimley-Horn will prepare a parking summary table for the Project, showing the City's parking requirements based on the Project land uses and the City's parking code. The table will provide the square footage of each of the uses associated with the Project, and the parking requirement per the City's municipal code. The table will compare the parking requirement based on the City's code to the proposed parking supply and will determine if there is a parking surplus or deficit.

Kimley-Horn will obtain and review existing parking information from the applicant regarding parking occupancy in different existing parking lots for both an Event and Non-Event days.

Kimley-Horn will conduct a shared parking analysis for the development, using the latest Urban Land Institute (ULI) Shared Parking (3rd Edition) procedures to identify the amount of parking relief that can be justified due to mixed-use shared parking synergies within the overall property.

Kimley-Horn will evaluate the parking demand based on the following two (2) scenarios:

1. Event Day
2. Non-Event Day

Kimley-Horn will prepare a parking study summarizing the findings, regarding the adequacy of the parking supply for the proposed Project based on the shared parking analysis.

Kimley-Horn will revise the parking study to respond to one (1) round of comments, to the extent that the revisions are within the approved scope of services and that no new data collection or additional analysis is required.

The shared parking study will address the parking for a single development phase. If analysis of Project alternatives, a phased development, revised development plans is requested, a fee augmentation will be necessary.

Kimley-Horn will attend up to two (2) conference calls with City staff and/or applicant is assumed to discuss methodology and results of the shared parking analysis.

Task 12: Quantitative VMT Analysis

Kimley-Horn will code land use into the Project's representative Traffic Analysis Zone (TAZ) within the SBTAM travel demand model (TDM). The SBTAM TDM uses the SCAG TransCad model. The resultant VMT output and interim model files will be used to determine the Home-based VMT per service population for the proposed Project. Note that this will require deconstructing the model output sufficiently so that both the trip purposes and trip lengths for each contributing part of the Project's VMT from other sources can be completed. The process undertaken will be consistent with OPR guidance as described in the most recent release of its guidance.

Kimley-Horn will identify applicable mitigation measures for reducing VMT impacts determined to be potentially significant, if necessary.

Kimley-Horn will prepare a VMT Study summarizing the results of the quantitative VMT analysis.

Kimley-Horn will revise the VMT Study to respond to up-to one (1) round of City review comments, to the extent that the revisions are within the approved scope of services and that no new data collection or additional analysis is required.

Assumptions/Limitations

Air Quality/GHG/Noise Assumptions

- Kimley-Horn will be provided the following project detail to support the analysis:
  - Site plans and grading plans.
  - Project narrative identifying type of development, land use designations, off-site improvements, and any other relevant project details.
  - Traffic data will include daily trip generation and VMT data for the currently entitled land use and the proposed project.
  - Construction phasing and grading/excavation/paving quantities.
  - Energy/water conservation measures and sustainable project features that will be incorporated into the design.
- This scope accommodates revisions based on one consolidated set of comments. Additional comments can be addressed on a time and materials basis.
- This scope assumes the baseline conditions, project description, and approach will not change once Client issues the Authorization to Proceed (ATP).
- Revisions or changes to the project that require re-analysis are excluded.
- We will provide our services as expeditiously as practicable with the goal of providing a draft report within six weeks of receipt of the requested data.
- Deliverables will be provided electronically.
- This scope excludes meetings/hearings.
- Fees and timeframes stated herein are valid for sixty (60) days after the date of this scope of work.

WSA Assumptions

- No water system modeling included within the WSA scope.
- Up to one (1) review cycle with the City of Ontario
- Up to one (1) meeting with the City of Ontario
- Project description and proposed uses are based on the City of Ontario and the subsequent new developments proposed in the Phase 2 of the Ontario Arena Entertainment District Project.
- Phase I WSA prepared by Placeworks, Inc, has been approved and does not require verification of findings.
- The City of Ontario is the only agency reviewing the WSA and requiring coordination with.
- Preparation of this WSA assumes the City of Ontario has adequate supply planned for in the UWMP. This Project will not require a demand greater than allowable within the UWMP. If demand is in excess of the available supply in the UWMP and a new supply is required - research/meetings/and coordination pertaining to develop a new supply are not included within this scope of work.
- A Draft WSA can be anticipated within twelve weeks of receiving notice to proceed.

Traffic Study/VMT/and Parking Analysis Assumptions

- Attendance at project team meetings and attendance at public meetings and public hearings will be extra services and will be billed on a time-and-materials basis in accordance with the standard hourly billing rate schedule in effect at the time the meetings are requested.
- Services not outlined above would constitute extra effort, to be performed for an additional fee, to be agreed upon prior to performing the work.

Addendum EIR Schedule

Kimley-Horn can submit the Project Description within three weeks of receipt of the Project information including the site plan and requested City approval applications. The Administrative Draft Addendum EIR can be submitted within three weeks of completion of all necessary technical studies.

The schedule is highly dependent on timely review and responses from City staff. If a separate review process by the applicant or City third party CEQA reviewer or legal counsel is desired, the schedule and fee estimate may be increased to allow for additional coordination and review/revision time. Kimley-Horn will expedite the schedule to the extent practical.

Fees and Expenses

Kimley-Horn will perform the Scope of Services outlined above on a labor fee plus expense basis with the maximum labor fee shown on the Fee and Expenses Table presented below, except those additional efforts associated with Tasks 4, 5 and 6 which will be performed on a T&M basis. Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual Task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among Tasks, as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these Tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.10 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these Tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar Project fees will be paid directly by the City. Should the City request Kimley-Horn to advance any such Project fees on City's behalf, a separate invoice for such fees, with a ten percent (10%) markup, will be immediately issued to and paid by the City.

Task 1: Mobilization	$2,000
Task 2: Project Description	$3,000
Task 3: Preparation of Addendum EIR	$24,000
Task 4: Address Comments on Admin Draft (T&M)	$8,000
Task 5: Project Meetings (T&M)	$6,000
Task 6: Project Management (T&M)	$6,000
Task 7: Air Quality and GHG Studies	$18,000
Task 8: Noise and Vibration Study	$15,000
Task 9: Water Supply Assessment	$30,000
Task 10: Traffic Impact Study	$86,000
Task 11: Parking Study	$13,500
Task 12: Quantitative VMT Analysis and Coord.	$18,000
Expenses	$10,500
Total Labor Fee	**$240,000**

Note:

- A 4.6% percentage of labor fee is added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage.
- Total fee estimate excludes reimbursable expenses, which will be invoiced at cost plus 15%.
- Hourly tasks will be invoiced using then current hourly rates.
- Lump sum tasks will be invoiced on a percentage complete basis.
- Kimley-Horn reserves the right to reallocate budgets among tasks.

Closure

We look forward to the opportunity to work with the City of Ontario on this Project. Should you have any questions or require additional information, please contact Project Manager Ruben Salas at (951) 335-8282 or via email at ruben.salas@kimley-horn.com and or Project Director Kevin Thomas can be reached at (951) 543-9875, or kevin.thomas@kimley-horn.com.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

By:	Ruben Salas	Kevin Thomas
	Project Manager	Project Director

Ruben Salas, Project Manager

Cc: Kevin Thomas, Kimley-Horn

Attachment: Standard Agreement Provisions

Approved:

City of Ontario

By:

(signature) _____ Title:_____

(print name) _____ Date:_____

KIMLEY-HORN AND ASSOCIATES, INC.

STANDARD PROVISIONS

1) Kimley-Horn's Scope of Services and Additional Services. Kimley-Horn will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

2) Client's Responsibilities. In addition to other responsibilities herein or imposed by law, the Client shall:

a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.

b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.

c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.

d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.

e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.

f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.

g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.

h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.

3) Period of Services. Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.

4) Method of Payment. Client shall pay Kimley-Horn as follows:

a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.

b. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.

c. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.

d. If Kimley-Horn initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.

e. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.

5) Use of Documents. All documents and data prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's documents, or any reuse of the documents without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the

Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by Kimley-Horn, the hardcopy shall govern.

6) Intellectual Property. Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at https://www.kimley-horn.com/khts-software-license-agreement ("the License Agreement") which terms are incorporated herein by reference.

7) Opinions of Cost. Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

8) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.

9) Standard of Care. The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.

10) LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or $50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.

11) Mutual Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

12) Construction Costs. Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

13) Certifications. All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate

to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.

14) Dispute Resolution. All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

15) Hazardous Substances and Conditions. Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.

16) Construction Phase Services.

a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.

b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.

17) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

18) Confidentiality. The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.

19) Miscellaneous Provisions. This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

EXHIBIT "B"
SCHEDULE OF SERVICES

Kimley-Horn can submit the Project Description within three weeks of receipt of the Project information including the site plan and requested City approval applications. The Administrative Draft Addendum EIR can be submitted within three weeks of completion of all necessary technical studies.

The schedule is highly dependent on timely review and responses from City staff. If a separate review process by the applicant or City third party CEQA reviewer or legal counsel is desired, the schedule and fee estimate may be increased to allow for additional coordination and review/revision time. Kimley-Horn will expedite the schedule to the extent practical.

EXHIBIT "C"
COMPENSATION

Kimley-Horn will perform the Scope of Services outlined above on a labor fee plus expense basis with the maximum labor fee shown on the Fee and Expenses Table presented below, except those additional efforts associated with Tasks 4, 5 and 6 which will be performed on a T&M basis. Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual Task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among Tasks, as necessary.

Task 1: Mobilization	$2,000
Task 2: Project Description	$3,000
Task 3: Preparation of Addendum EIR	$24,000
Task 4: Address Comments on Admin Draft (T&M)	$8,000
Task 5: Project Meetings (T&M)	$6,000
Task 6: Project Management (T&M)	$6,000
Task 7: Air Quality and GHG Studies	$18,000
Task 8: Noise and Vibration Study	$15,000
Task 9: Water Supply Assessment	$30,000
Task 10: Traffic Impact Study	$86,000
Task 11: Parking Study	$13,500
Expenses	$10,500
Total Labor Fee	**$222,000**
Optional Task	
Task 12: Quantitative VMT Analysis and Coord.	$18,000

Note:

- A 4.6% percentage of labor fee is added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage.
- Total fee estimate excludes reimbursable expenses, which will be invoiced at cost plus 15%.
- Hourly tasks will be invoiced using then current hourly rates.
- Lump sum tasks will be invoiced on a percentage complete basis.
- Kimley-Horn reserves the right to reallocate budgets among tasks.

CITY OF ONTARIO *Agenda Report* **August 20, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Housing Prepared By: Katryna Gonzalez Staff Member Presenting: Helen McAlary, Executive Director Community Life and Culture Reviewed By: Lacey A Rightmer Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 8

SUBJECT: A RESOLUTION AUTHORIZING THE SETTLEMENT AGREEMENT WITH KROGER CO.

RECOMMENDATION: That the City Council take the following actions:

A. Adopt a Resolution authorizing the City Manager to opt into a Settlement Agreement with opioid distributor, Kroger Co.;
B. Authorize the City Manager, or his designee, to execute any documents or agreements needed to implement the action; and
C. Ratify the previous actions taken by the City Manager in order to opt into the Kroger Settlement.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the Growth and Evolution of the City's Economy
Maintain the Current High Level of Public Safety
Operate in a Businesslike Manner

FISCAL IMPACT: The City of Ontario will receive approximately $125,000 in additional funding if it opts into the Settlement Agreement as recommended. The funds will be paid over a period of 11 years.

BACKGROUND & ANALYSIS: Many states and cities across the United States have sued the three largest opioid painkiller distributors (Amerisource Bergen, Cardinal Health, and McKesson) and the opioid manufacturer Janssen (owned by Johnson & Johnson). These lawsuits resulted in two settlements totaling approximately $26 billion. Additional parties joined these settlements in late 2022. The City of Ontario has opted into every round of opioid settlements and has begun receiving payments as of November 2022.

On June 7, 2024, Kroger Co. reached a tentative $1.2 billion settlement for opioid distribution claims, payable over 11 years. California is scheduled to receive roughly $122 million. The State will distribute 15% of the funds to the State Fund, 70% to the California Abatement Accounts Fund, and 15% to the California Subdivision Fund.

Local subdivisions, such as the City of Ontario, will receive their share from the California Abatement Accounts Fund. Ontario will receive approximately $125,000 distributed over 11 years, starting in late 2024. Cities can use the funds directly, following State reporting requirements, or allow the county to use the funds. Cities can also opt out and pursue independent legislation.

Funds received from this settlement must be used for future opioid remediation or abatement efforts. Currently, the City is using other opioid settlement funds to help support the COAST team, providing education, and providing treatment to prevent overdose. Any funds that remain unused or uncommitted within five years of receipt must be returned to the State. The City must complete an annual report that details fund usage until fully expended, plus one additional year. The California Department of Health Care Services ("DHCS") has the authority to review these reports for compliance.

Staff recommends that the City Council opt into the settlement and elect to receive payments directly by releasing its claims against Kroger Co. The attached Resolution authorizes the City Manager to execute the necessary agreements to opt in.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO ENTER INTO THE SETTLEMENT AGREEMENT WITH KROGER CO., AGREE TO THE TERMS OF THE STATE-SUBDIVISION AGREEMENT, AUTHORIZE ENTRY INTO THE STATE-SUBDIVISION AGREEMENT WITH THE ATTORNEY GENERAL, AND RATIFY PREVIOUS ACTIONS TAKEN BY THE CITY MANAGER WITH RESPECT TO THE KROGER SETTLEMENT

WHEREAS, the United States is facing an ongoing public health crisis of opioid abuse, addiction, overdose, and death, forcing the State of California and California counties and cities to spend billions of dollars each year to address the direct consequences of this crisis; and,

WHEREAS, pending in the U.S. District Court for the Northern District of Ohio is a multidistrict litigation ("MDL") being pursued by numerous public entity plaintiffs against the manufacturers and distributors of various opioids based on the allegation that the defendants' unlawful conduct caused the opioid epidemic; and,

WHEREAS on or about June 7, 2024, a proposed nationwide tentative settlement was reached between the plaintiffs in the MDL and Kroger Co. ("Kroger"); and,

WHEREAS, Kroger shall be referred in this Resolution as the "Settling Defendant"; and

WHEREAS, as part of the settlement with the Settling Defendant, local subdivisions, including certain cities, that are not plaintiffs in the MDL may participate in the Settlement in exchange for a release of the Settling Defendants; and,

WHEREAS, copies of the proposed terms of this proposed nationwide settlement have been set forth in the Master Settlement Agreements with the Settling Defendant; and,

WHEREAS, copies of the Master Settlement Agreement are on file with the City Clerk; and,

WHEREAS, the Settlement Agreement provides, among other things, for the payment of a certain sum to settling government entities in California including to the State of California and Participating Subdivisions upon occurrence of certain events as defined in the Settlement Agreement ("California Opioid Funds"); and,

WHEREAS, California local governments in the MDL have engaged in extensive discussions with the State Attorney General's Office ("AGO") as to how the California Opioid Funds will be allocated, which has resulted in the Proposed California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds ("Allocation Agreement") from the Settlement with the Settling Defendant; and,

WHEREAS, the Allocation Agreements allocate the California Opioid Funds as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement shall be combined pursuant to the Allocation Agreements, and 15% of the total from the Settlement shall be allocated to the State of California (the "State of California Allocation"), 70% to the California Abatement Accounts Fund ("CA Abatement Accounts Fund"), and 15% to the California Subdivision Fund ("CA Subdivision Fund"); and,

WHEREAS, under the Master Settlement Agreement, certain local subdivisions that did not file a lawsuit against the Settlement Defendant may qualify to participate in the Settlement and obtain funds from the Abatement Account Fund; and,

WHEREAS, the City is eligible to participate in the Settlement and become a CA Participating Subdivision; and,

WHEREAS, the funds in the CA Abatement Accounts Fund (the 70% allocation) will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision (those above 10,000 in population). The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 to the Allocation Agreements. The City's share of the CA Abatement Accounts Fund will be a product of the total in the CA Abatement Accounts Fund multiplied by the City's percentage set forth in Appendix 1 of the Allocation Agreements (the "Local Allocation"); and,

WHEREAS, a CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, unless the city elects to take a direct election of the settlement funds, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date; and,

WHEREAS, it the intent of this Resolution is to authorize the City to enter into the Master Settlement Agreement with the Settling Defendant by executing the Participation Agreement and to enter into the Allocation Agreement by executing the signature pages to those agreements.

NOW THEREFORE, be it resolved by the City Council of the City of Ontario hereby finds, determines, and resolves as follows:

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

SECTION 2. The City Manager is authorized to settle and release the City's claims against the Settling Defendant in exchange for the consideration set forth in the Settlement Agreement and Allocation Agreement. The following actions of the City Manager are hereby ratified by the City Council:

1. The execution of the Participation Agreement with the Settling Defendant and any and all documents ancillary thereto.

2. The execution of the Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds with the Settling Defendant by executing the signature pages to the Allocation Agreement.

3. Notification of the Settlement Fund Administrator that the City requests a direct payment under the Allocation Agreement at least 60 days prior to the Payment Date in the Settlement Agreement.

SECTION 3. CEQA. That the City Council finds this Resolution is not subject to the California Environmental Quality Act (CEQA) in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty, as in this case, that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 4. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications, and to this end the provisions of this Resolution are declared to be severable.

SECTION 5. Effective Date. This Resolution shall become effective immediately.

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

PASSED, APPROVED, AND ADOPTED this 20th day of August, 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 August 20, 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 August 20, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

Proposed California State-Subdivision Agreement
Regarding Distribution and Use of
Settlement Funds – Kroger Settlement

1. Introduction

Pursuant to the Kroger Settlement Agreement, dated as of March 22, 2024, and any revision thereto as well as any modification thereto entered into by the State of California and Kroger (the "Kroger Settlement Agreement"), including Section V and Exhibit O, the State of California proposes this agreement (the "CA Kroger Allocation Agreement") to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections IV and V of the Kroger Settlement Agreement. For the avoidance of doubt, this agreement does not apply to payments made pursuant to Section IX of the Kroger Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Kroger Settlement Agreement, acceptance of this CA Kroger Allocation Agreement is a requirement to be an Initial Participating Subdivision.

2. Definitions

a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Kroger Settlement Agreement.

b) *Allergan Settlement Agreement* means the Allergan Settlement Agreement dated November 22, 2022, and any revision thereto.

c) *CVS Settlement Agreement* means the CVS Settlement Agreement dated December 9, 2022, and any revision thereto as well as any modification thereto entered into by the State of California and CVS.

d) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.

e) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.

f) *Teva Settlement Agreement* means the Teva Settlement Agreement dated November 22, 2022, and any revision thereto.

g) *Walgreens Settlement Agreement* means the Walgreens Settlement Agreement dated December 9, 2022, and any revision thereto.

h) *Walmart Settlement Agreement* means the Walmart Settlement Agreement dated November 14, 2022, and any revision thereto.

i) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District,

Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, San Leandro Unified School District, Pleasant Valley School District Board, and LA Care Health Plan.

j) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

k) *Opioid Defendant* means any defendant (including but not limited to Kroger Co., Walgreen Co., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., Walmart Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the Kroger Settlement Agreement, as well as applicable law, and the Kroger Settlement Agreement governs over any inconsistent provision of this CA Kroger Allocation Agreement. Terms used in this CA Kroger Allocation Agreement have the same meaning as in the Kroger Settlement Agreement unless otherwise defined herein.

Pursuant to Section V(D)(1) of the Kroger Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section V(B)(2) of the Kroger Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation

The Settlement Fund payments to California,[1] pursuant to the Kroger Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA Kroger Allocation Agreement, and 15% of that total shall be allocated to the State of California (the "State of California Allocation"), 70% to the California Abatement Accounts Fund ("CA Abatement Accounts Fund"), and 15% to the California Subdivision Fund ("CA Subdivision Fund").

[1] For purposes of clarity, use of the term "California" refers to the geographic territory of California and the state and its local governments therein. The term "State" or "State of California" refers to the State of California as a governmental unit.

A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund

i. Allocation of CA Abatement Accounts Funds

a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Kroger Settlement Agreement.

c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city did not elect to receive its share of funds in the National Opioids Settlement with Distributors AmerisourceBergenCorporation, Cardinal Health, Inc., and McKesson Corporation (the "Distributors Settlement"). If a city later changes or has already changed its distribution election in the Distributors Settlement, that change in election will apply here, provided that the change in election is received by the settlement administrator at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).

d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Kroger Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and

Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.

e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.

f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Kroger Settlement Agreement and this CA Kroger Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Kroger Settlement Agreement.

b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:

(1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;

(2) creating new or expanded Substance Use Disorder ("SUD") treatment infrastructure;

(3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;

(4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction;

(5) interventions to prevent drug addiction in vulnerable youth, including but not limited to, youth in foster care, juvenile justice-impacted youth, youth experiencing adversities related to socioeconomic status, and unhoused youth; and/or

(6) the purchase of naloxone for distribution and efforts to expand access to naloxone for opioid overdose reversals.

c) The California Department of Health Care Services ("DHCS") may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.

d) For the avoidance of doubt, and subject to the requirements of the Kroger Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Kroger Settlement Agreement and this CA Kroger Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Kroger Settlement Agreement and this CA Kroger Allocation Agreement.

b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Kroger Settlement Agreement or this CA Kroger Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.

c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.

d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Kroger Settlement Agreement or this CA Kroger Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.

e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

C. CA Subdivision Fund

i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Kroger Settlement Agreement and this CA Kroger Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;

b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.

c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Kroger Settlement Agreement, and, if applicable, the Teva Settlement Agreement, Allergan Settlement Agreement, CVS Settlement Agreement, Distributor Settlement Agreement, Janssen Settlement Agreement, and Walmart Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"),

pursuant to Exhibit R, section I(CC), of the Kroger Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Kroger Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Kroger Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.

b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Kroger Settlement Agreement and this CA Kroger Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.

c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.

d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Kroger Settlement Agreement and this CA Kroger Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section V(B)(2) of the Kroger Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Kroger.

e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

6. Miscellaneous

a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Kroger Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.

b) Except as provided in the Kroger Settlement Agreement, this CA Kroger Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.

c) Except as provided in the CA Kroger Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.

d) Except as provided in the Kroger Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

APPENDIX 1

DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Kroger Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled "Abatement Percentage," pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled "Plaintiff Subdivision Percentage," payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled "Abatement Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled "Plaintiff Subdivision Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled "Weighted Allocation Percentage," the annotation of "100%" refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.

			100.000%	100.000%	100.000%
Participating Subdivision Classification	**Participating Subdivision**	**County**	**Abatement Percentage**	**Plaintiff Subdivision Percentage**	**Weighted Allcation Percentage**
County	***Alameda County***	Alameda	2.332%	2.853%	**2.4237952%**
City	Alameda	Alameda	0.069%		**0.0570162%**
City	Albany	Alameda	0.013%		**0.0107768%**
City	Berkeley	Alameda	0.152%		**0.1249656%**
City	Dublin	Alameda	0.033%	0.040%	**0.0338810%**
City	Emeryville	Alameda	0.023%		**0.0185765%**
City	Fremont	Alameda	0.108%		**0.0888576%**
City	Hayward	Alameda	0.117%		**0.0966218%**
City	Livermore	Alameda	0.054%		**0.0446740%**
City	Newark	Alameda	0.026%		**0.0217626%**
City	Oakland	Alameda	0.486%	0.595%	**0.5055601%**
City	Piedmont	Alameda	0.014%		**0.0114064%**
City	Pleasanton	Alameda	0.067%		**0.0554547%**
City	San Leandro	Alameda	0.039%		**0.0321267%**
City	Union City	Alameda	0.043%		**0.0352484%**
County	***Amador County***	Amador	0.226%	0.277%	**0.2349885%**
County	***Butte County***	Butte	1.615%	1.975%	**1.6783178%**
City	Chico	Butte	0.216%	0.264%	**0.2246499%**
City	Oroville	Butte	0.079%		**0.0646595%**
County	***Calaveras County***	Calaveras	0.226%	0.277%	**0.2351644%**
County	***Colusa County***	Colusa	0.059%		**0.0489221%**
County	***Contra Costa County***	Contra Costa	2.102%	2.571%	**2.1844585%**
City	Antioch	Contra Costa	0.037%		**0.0301879%**
City	Brentwood	Contra Costa	0.026%		**0.0215339%**
City	Clayton	Contra Costa	0.002%		**0.0018060%**
City	Concord	Contra Costa	0.055%		**0.0456676%**
City	Danville	Contra Costa	0.010%		**0.0082255%**
City	El Cerrito	Contra Costa	0.023%		**0.0189024%**
City	Hercules	Contra Costa	0.010%		**0.0078273%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Lafayette	Contra Costa	0.006%		**0.0046030%**
City	Martinez	Contra Costa	0.012%		**0.0098593%**
City	Moraga	Contra Costa	0.004%		**0.0031007%**
City	Oakley	Contra Costa	0.010%		**0.0079416%**
City	Orinda	Contra Costa	0.005%		**0.0038157%**
City	Pinole	Contra Costa	0.013%		**0.0110909%**
City	Pittsburg	Contra Costa	0.053%		**0.0436369%**
City	Pleasant Hill	Contra Costa	0.013%		**0.0106309%**
City	Richmond	Contra Costa	0.146%		**0.1201444%**
City	San Pablo	Contra Costa	0.018%		**0.0148843%**
City	San Ramon	Contra Costa	0.021%		**0.0176459%**
City	Walnut Creek	Contra Costa	0.026%		**0.0212132%**
County	***Del Norte County***	Del Norte	0.114%	0.140%	**0.1189608%**
County	***El Dorado County***	El Dorado	0.768%	0.939%	**0.7980034%**
City	Placerville	El Dorado	0.015%		**0.0127642%**
City	South Lake Tahoe	El Dorado	0.081%		**0.0665456%**
County	***Fresno County***	Fresno	1.895%	2.318%	**1.9693410%**
City	Clovis	Fresno	0.065%		**0.0536211%**
City	Coalinga	Fresno	0.012%		**0.0098554%**
City	Fresno	Fresno	0.397%		**0.3270605%**
City	Kerman	Fresno	0.005%		**0.0042534%**
City	Kingsburg	Fresno	0.008%		**0.0066167%**
City	Mendota	Fresno	0.002%		**0.0019387%**
City	Orange Cove	Fresno	0.004%		**0.0035607%**
City	Parlier	Fresno	0.008%		**0.0069755%**
City	Reedley	Fresno	0.012%		**0.0098804%**
City	Sanger	Fresno	0.018%		**0.0146135%**
City	Selma	Fresno	0.015%		**0.0127537%**
County	***Glenn County***	Glenn	0.107%	0.131%	**0.1116978%**
County	***Humboldt County***	Humboldt	1.030%	1.260%	**1.0703185%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Arcata	Humboldt	0.054%		**0.0447660%**
City	Eureka	Humboldt	0.117%	0.143%	**0.1216284%**
City	Fortuna	Humboldt	0.032%		**0.0266837%**
County	***Imperial County***	Imperial	0.258%	0.315%	**0.2679006%**
City	Brawley	Imperial	0.011%		**0.0087986%**
City	Calexico	Imperial	0.019%		**0.0152799%**
City	El Centro	Imperial	0.158%		**0.1302522%**
City	Imperial	Imperial	0.006%		**0.0048791%**
County	***Inyo County***	Inyo	0.073%	0.089%	**0.0754413%**
County	***Kern County***	Kern	2.517%	3.079%	**2.6159145%**
City	Arvin	Kern	0.006%		**0.0046425%**
City	Bakersfield	Kern	0.212%		**0.1747198%**
City	California City	Kern	0.009%		**0.0070820%**
City	Delano	Kern	0.030%		**0.0249316%**
City	McFarland	Kern	0.003%		**0.0025644%**
City	Ridgecrest	Kern	0.015%		**0.0120938%**
City	Shafter	Kern	0.013%		**0.0103417%**
City	Tehachapi	Kern	0.009%		**0.0073580%**
City	Wasco	Kern	0.008%		**0.0069861%**
County	***Kings County***	Kings	0.293%		**0.2413469%**
City	Avenal	Kings	0.007%		**0.0056335%**
City	Corcoran	Kings	0.013%		**0.0107032%**
City	Hanford	Kings	0.027%		**0.0226038%**
City	Lemoore	Kings	0.016%		**0.0131900%**
County	***Lake County***	Lake	0.795%		**0.6545389%**
City	Clearlake	Lake	0.041%	0.050%	**0.0426253%**
City	Lakeport	Lake	0.021%	0.026%	**0.0222964%**
County	***Lassen County***	Lassen	0.319%	0.391%	**0.3320610%**
City	Susanville	Lassen	0.027%		**0.0219295%**
County	***Los Angeles County***	Los Angeles	13.896%	16.999%	**14.4437559%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Agoura Hills	Los Angeles	0.005%		**0.0040024%**
City	Alhambra	Los Angeles	0.042%		**0.0343309%**
City	Arcadia	Los Angeles	0.033%		**0.0267718%**
City	Artesia	Los Angeles	0.001%		**0.0005100%**
City	Azusa	Los Angeles	0.026%		**0.0210857%**
City	Baldwin Park	Los Angeles	0.027%		**0.0218520%**
City	Bell	Los Angeles	0.008%		**0.0068783%**
City	Bellflower	Los Angeles	0.002%		**0.0014485%**
City	Bell Gardens	Los Angeles	0.014%		**0.0114301%**
City	Beverly Hills	Los Angeles	0.065%		**0.0534897%**
City	Burbank	Los Angeles	0.100%		**0.0823132%**
City	Calabasas	Los Angeles	0.006%		**0.0048948%**
City	Carson	Los Angeles	0.019%		**0.0159805%**
City	Cerritos	Los Angeles	0.005%		**0.0039682%**
City	Claremont	Los Angeles	0.010%		**0.0082584%**
City	Commerce	Los Angeles	0.000%		**0.0002971%**
City	Compton	Los Angeles	0.044%		**0.0361882%**
City	Covina	Los Angeles	0.028%		**0.0229127%**
City	Cudahy	Los Angeles	0.001%		**0.0006020%**
City	Culver City	Los Angeles	0.055%		**0.0449894%**
City	Diamond Bar	Los Angeles	0.001%		**0.0006993%**
City	Downey	Los Angeles	0.052%		**0.0429994%**
City	Duarte	Los Angeles	0.003%		**0.0027261%**
City	El Monte	Los Angeles	0.031%	0.038%	**0.0318985%**
City	El Segundo	Los Angeles	0.033%		**0.0268020%**
City	Gardena	Los Angeles	0.034%		**0.0278088%**
City	Glendale	Los Angeles	0.166%		**0.1366586%**
City	Glendora	Los Angeles	0.016%		**0.0134411%**
City	Hawaiian Gardens	Los Angeles	0.005%		**0.0040549%**
City	Hawthorne	Los Angeles	0.050%		**0.0407833%**

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Hermosa Beach	Los Angeles	0.018%		**0.0145307%**
City	Huntington Park	Los Angeles	0.023%		**0.0190667%**
City	Inglewood	Los Angeles	0.059%		**0.0489195%**
City	La Cañada Flintridge	Los Angeles	0.003%		**0.0025565%**
City	Lakewood	Los Angeles	0.005%		**0.0039971%**
City	La Mirada	Los Angeles	0.010%		**0.0081572%**
City	Lancaster	Los Angeles	0.045%		**0.0369689%**
City	La Puente	Los Angeles	0.002%		**0.0012999%**
City	La Verne	Los Angeles	0.024%		**0.0194190%**
City	Lawndale	Los Angeles	0.002%		**0.0017731%**
City	Lomita	Los Angeles	0.004%		**0.0031940%**
City	Long Beach	Los Angeles	0.439%		**0.3614151%**
City	Los Angeles	Los Angeles	2.715%	3.321%	**2.8218811%**
City	Lynwood	Los Angeles	0.016%		**0.0134345%**
City	Malibu	Los Angeles	0.002%		**0.0019269%**
City	Manhattan Beach	Los Angeles	0.032%		**0.0260686%**
City	Maywood	Los Angeles	0.004%		**0.0035528%**
City	Monrovia	Los Angeles	0.031%		**0.0254455%**
City	Montebello	Los Angeles	0.030%		**0.0250670%**
City	Monterey Park	Los Angeles	0.031%		**0.0256677%**
City	Norwalk	Los Angeles	0.031%		**0.0258228%**
City	Palmdale	Los Angeles	0.046%		**0.0375827%**
City	Palos Verdes Estates	Los Angeles	0.006%		**0.0053102%**
City	Paramount	Los Angeles	0.011%		**0.0091483%**
City	Pasadena	Los Angeles	0.146%		**0.1200524%**
City	Pico Rivera	Los Angeles	0.022%		**0.0183333%**
City	Pomona	Los Angeles	0.111%		**0.0911933%**
City	Rancho Palos Verdes	Los Angeles	0.002%		**0.0012645%**
City	Redondo Beach	Los Angeles	0.062%		**0.0506992%**
City	Rosemead	Los Angeles	0.003%		**0.0028260%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	San Dimas	Los Angeles	0.003%		**0.0022016%**
City	San Fernando	Los Angeles	0.013%		**0.0104837%**
City	San Gabriel	Los Angeles	0.018%		**0.0147726%**
City	San Marino	Los Angeles	0.009%		**0.0073791%**
City	Santa Clarita	Los Angeles	0.022%		**0.0178167%**
City	Santa Fe Springs	Los Angeles	0.031%		**0.0257531%**
City	Santa Monica	Los Angeles	0.158%		**0.1298513%**
City	Sierra Madre	Los Angeles	0.006%		**0.0048646%**
City	Signal Hill	Los Angeles	0.010%		**0.0084884%**
City	South El Monte	Los Angeles	0.005%		**0.0039603%**
City	South Gate	Los Angeles	0.020%		**0.0166272%**
City	South Pasadena	Los Angeles	0.012%		**0.0095334%**
City	Temple City	Los Angeles	0.005%		**0.0039498%**
City	Torrance	Los Angeles	0.112%		**0.0919820%**
City	Walnut	Los Angeles	0.006%		**0.0047305%**
City	West Covina	Los Angeles	0.049%		**0.0404521%**
City	West Hollywood	Los Angeles	0.013%		**0.0108517%**
City	Whittier	Los Angeles	0.032%		**0.0260581%**
County	***Madera County***	Madera	0.349%	0.427%	**0.3630669%**
City	Chowchilla	Madera	0.012%		**0.0097332%**
City	Madera	Madera	0.039%		**0.0318441%**
County	***Marin County***	Marin	0.564%	0.690%	**0.5861325%**
City	Larkspur	Marin	0.015%		**0.0124697%**
City	Mill Valley	Marin	0.020%		**0.0168401%**
City	Novato	Marin	0.028%		**0.0229824%**
City	San Anselmo	Marin	0.009%		**0.0078062%**
City	San Rafael	Marin	0.089%		**0.0729823%**
County	***Mariposa County***	Mariposa	0.084%	0.103%	**0.0876131%**
County	***Mendocino County***	Mendocino	0.439%	0.536%	**0.4558394%**
City	Ukiah	Mendocino	0.039%		**0.0317153%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	***Merced County***	Merced	0.551%	0.674%	**0.5724262%**
City	Atwater	Merced	0.024%		**0.0195846%**
City	Livingston	Merced	0.006%		**0.0045873%**
City	Los Banos	Merced	0.020%		**0.0165142%**
City	Merced	Merced	0.061%		**0.0500762%**
County	***Modoc County***	Modoc	0.065%	0.080%	**0.0678250%**
County	***Mono County***	Mono	0.023%	0.029%	**0.0242606%**
County	***Monterey County***	Monterey	0.908%	1.111%	**0.9437083%**
City	Greenfield	Monterey	0.006%		**0.0050552%**
City	King City	Monterey	0.005%		**0.0037355%**
City	Marina	Monterey	0.017%		**0.0144098%**
City	Monterey	Monterey	0.041%		**0.0336540%**
City	Pacific Grove	Monterey	0.009%		**0.0074842%**
City	Salinas	Monterey	0.094%		**0.0776576%**
City	Seaside	Monterey	0.023%		**0.0191772%**
City	Soledad	Monterey	0.007%		**0.0060870%**
County	***Napa County***	Napa	0.288%	0.352%	**0.2994325%**
City	American Canyon	Napa	0.017%		**0.0136869%**
City	Napa	Napa	0.078%		**0.0642783%**
County	***Nevada County***	Nevada	0.441%	0.539%	**0.4579827%**
City	Grass Valley	Nevada	0.024%		**0.0197805%**
City	Truckee	Nevada	0.003%		**0.0023843%**
County	***Orange County***	Orange	4.364%	5.339%	**4.5363576%**
City	Aliso Viejo	Orange	0.014%		**0.0113841%**
City	Anaheim	Orange	0.554%	0.678%	**0.5759282%**
City	Brea	Orange	0.086%		**0.0708897%**
City	Buena Park	Orange	0.087%		**0.0714352%**
City	Costa Mesa	Orange	0.124%	0.152%	**0.1288366%**
City	Cypress	Orange	0.033%		**0.0271937%**
City	Dana Point	Orange	0.001%		**0.0005560%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Fountain Valley	Orange	0.055%		**0.0455980%**
City	Fullerton	Orange	0.137%	0.168%	**0.1425744%**
City	Garden Grove	Orange	0.213%		**0.1752482%**
City	Huntington Beach	Orange	0.247%	0.302%	**0.2568420%**
City	Irvine	Orange	0.139%	0.170%	**0.1442350%**
City	Laguna Beach	Orange	0.047%	0.058%	**0.0493043%**
City	Laguna Hills	Orange	0.014%		**0.0115457%**
City	Laguna Niguel	Orange	0.001%		**0.0007071%**
City	Laguna Woods	Orange	0.001%		**0.0006546%**
City	La Habra	Orange	0.060%	0.073%	**0.0621049%**
City	Lake Forest	Orange	0.012%		**0.0101249%**
City	La Palma	Orange	0.012%		**0.0095439%**
City	Los Alamitos	Orange	0.008%		**0.0069190%**
City	Mission Viejo	Orange	0.014%		**0.0117560%**
City	Newport Beach	Orange	0.179%		**0.1470134%**
City	Orange	Orange	0.150%		**0.1231320%**
City	Placentia	Orange	0.029%	0.035%	**0.0298912%**
City	Rancho Santa Margarita	Orange	0.001%		**0.0006296%**
City	San Clemente	Orange	0.008%	0.010%	**0.0086083%**
City	San Juan Capistrano	Orange	0.008%		**0.0065510%**
City	Santa Ana	Orange	0.502%	0.614%	**0.5213866%**
City	Seal Beach	Orange	0.020%		**0.0165891%**
City	Stanton	Orange	0.035%		**0.0291955%**
City	Tustin	Orange	0.073%		**0.0600341%**
City	Westminster	Orange	0.104%	0.127%	**0.1082721%**
City	Yorba Linda	Orange	0.044%		**0.0362223%**
County	***Placer County***	Placer	1.045%	1.278%	**1.0861002%**
City	Auburn	Placer	0.017%		**0.0141114%**
City	Lincoln	Placer	0.031%		**0.0255599%**
City	Rocklin	Placer	0.076%		**0.0625485%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Roseville	Placer	0.196%		**0.1616559%**
County	***Plumas County***	Plumas	0.205%	0.251%	**0.2128729%**
County	***Riverside County***	Riverside	4.534%	5.547%	**4.7128296%**
City	Banning	Riverside	0.017%		**0.0143848%**
City	Beaumont	Riverside	0.021%		**0.0171135%**
City	Blythe	Riverside	0.012%		**0.0096714%**
City	Canyon Lake	Riverside	0.000%		**0.0001761%**
City	Cathedral City	Riverside	0.067%		**0.0553614%**
City	Coachella	Riverside	0.021%		**0.0173054%**
City	Corona	Riverside	0.147%		**0.1207083%**
City	Desert Hot Springs	Riverside	0.024%		**0.0200433%**
City	Eastvale	Riverside	0.000%		**0.0002747%**
City	Hemet	Riverside	0.051%		**0.0421792%**
City	Indio	Riverside	0.056%		**0.0457794%**
City	Jurupa Valley	Riverside	0.001%		**0.0008991%**
City	Lake Elsinore	Riverside	0.021%		**0.0172949%**
City	La Quinta	Riverside	0.063%		**0.0516732%**
City	Menifee	Riverside	0.032%		**0.0260909%**
City	Moreno Valley	Riverside	0.137%		**0.1130348%**
City	Murrieta	Riverside	0.048%	0.059%	**0.0497423%**
City	Norco	Riverside	0.016%		**0.0134542%**
City	Palm Desert	Riverside	0.083%		**0.0682465%**
City	Palm Springs	Riverside	0.076%		**0.0629862%**
City	Perris	Riverside	0.009%		**0.0076774%**
City	Rancho Mirage	Riverside	0.052%		**0.0431098%**
City	Riverside	Riverside	0.268%		**0.2206279%**
City	San Jacinto	Riverside	0.010%		**0.0085936%**
City	Temecula	Riverside	0.022%		**0.0180086%**
City	Wildomar	Riverside	0.008%		**0.0062500%**
County	***Sacramento County***	Sacramento	3.797%	4.645%	**3.9465887%**

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Citrus Heights	Sacramento	0.057%		**0.0465312%**
City	Elk Grove	Sacramento	0.130%		**0.1066994%**
City	Folsom	Sacramento	0.108%		**0.0890850%**
City	Galt	Sacramento	0.017%		**0.0143704%**
City	Rancho Cordova	Sacramento	0.008%		**0.0067679%**
City	Sacramento	Sacramento	0.721%	0.882%	**0.7496530%**
County	***San Benito County***	San Benito	0.106%	0.130%	**0.1101417%**
City	Hollister	San Benito	0.027%		**0.0225355%**
County	***San Bernardino County***	San Bernardino	3.259%	3.987%	**3.3878124%**
City	Adelanto	San Bernardino	0.008%		**0.0066640%**
City	Apple Valley	San Bernardino	0.025%		**0.0207360%**
City	Barstow	San Bernardino	0.015%		**0.0122056%**
City	Chino	San Bernardino	0.064%		**0.0525893%**
City	Chino Hills	San Bernardino	0.001%		**0.0006388%**
City	Colton	San Bernardino	0.031%		**0.0253443%**
City	Fontana	San Bernardino	0.112%		**0.0920543%**
City	Grand Terrace	San Bernardino	0.006%		**0.0051051%**
City	Hesperia	San Bernardino	0.035%		**0.0291522%**
City	Highland	San Bernardino	0.004%		**0.0029061%**
City	Loma Linda	San Bernardino	0.009%		**0.0071188%**
City	Montclair	San Bernardino	0.039%		**0.0322108%**
City	Ontario	San Bernardino	0.179%		**0.1472934%**
City	Rancho Cucamonga	San Bernardino	0.084%		**0.0689431%**
City	Redlands	San Bernardino	0.057%		**0.0469150%**
City	Rialto	San Bernardino	0.073%		**0.0603206%**
City	San Bernardino	San Bernardino	0.178%		**0.1461880%**
City	Twentynine Palms	San Bernardino	0.002%		**0.0012605%**
City	Upland	San Bernardino	0.052%		**0.0424460%**
City	Victorville	San Bernardino	0.033%		**0.0269400%**
City	Yucaipa	San Bernardino	0.016%		**0.0128772%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Yucca Valley	San Bernardino	0.003%		**0.0021228%**
County	***San Diego County***	San Diego	5.706%	6.980%	**5.9309748%**
City	Carlsbad	San Diego	0.128%		**0.1050485%**
City	Chula Vista	San Diego	0.189%	0.231%	**0.1961456%**
City	Coronado	San Diego	0.044%		**0.0359095%**
City	El Cajon	San Diego	0.113%		**0.0933582%**
City	Encinitas	San Diego	0.061%	0.074%	**0.0630289%**
City	Escondido	San Diego	0.145%		**0.1192204%**
City	Imperial Beach	San Diego	0.014%		**0.0118283%**
City	La Mesa	San Diego	0.055%	0.068%	**0.0575593%**
City	Lemon Grove	San Diego	0.022%		**0.0183911%**
City	National City	San Diego	0.080%		**0.0656808%**
City	Oceanside	San Diego	0.213%		**0.1753428%**
City	Poway	San Diego	0.062%		**0.0511040%**
City	San Diego	San Diego	1.975%	2.416%	**2.0531169%**
City	San Marcos	San Diego	0.089%		**0.0733897%**
City	Santee	San Diego	0.033%		**0.0268401%**
City	Solana Beach	San Diego	0.017%		**0.0138564%**
City	Vista	San Diego	0.052%		**0.0425144%**
Consolidated	***San Francisco***	San Francisco	3.026%	3.702%	**3.1457169%**
County	***San Joaquin County***	San Joaquin	1.680%	2.055%	**1.7460399%**
City	Lathrop	San Joaquin	0.009%		**0.0075394%**
City	Lodi	San Joaquin	0.053%		**0.0439484%**
City	Manteca	San Joaquin	0.054%		**0.0443454%**
City	Ripon	San Joaquin	0.013%		**0.0104219%**
City	Stockton	San Joaquin	0.313%	0.383%	**0.3256176%**
City	Tracy	San Joaquin	0.084%		**0.0692047%**
County	***San Luis Obispo County***	San Luis Obispo	0.816%	0.999%	**0.8484126%**
City	Arroyo Grande	San Luis Obispo	0.024%		**0.0199053%**
City	Atascadero	San Luis Obispo	0.029%		**0.0240680%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		**0.0353456%**
City	Grover Beach	San Luis Obispo	0.017%		**0.0137881%**
City	Morro Bay	San Luis Obispo	0.020%		**0.0160922%**
City	San Luis Obispo	San Luis Obispo	0.077%		**0.0637841%**
County	***San Mateo County***	San Mateo	1.074%	1.313%	**1.1159599%**
City	Belmont	San Mateo	0.021%		**0.0169860%**
City	Burlingame	San Mateo	0.019%		**0.0152537%**
City	Daly City	San Mateo	0.044%		**0.0363880%**
City	East Palo Alto	San Mateo	0.013%		**0.0103982%**
City	Foster City	San Mateo	0.020%		**0.0166101%**
City	Half Moon Bay	San Mateo	0.004%		**0.0031638%**
City	Hillsborough	San Mateo	0.013%		**0.0110029%**
City	Menlo Park	San Mateo	0.015%		**0.0126209%**
City	Millbrae	San Mateo	0.013%		**0.0105836%**
City	Pacifica	San Mateo	0.016%		**0.0130625%**
City	Redwood City	San Mateo	0.056%		**0.0463511%**
City	San Bruno	San Mateo	0.021%		**0.0172161%**
City	San Carlos	San Mateo	0.013%		**0.0108885%**
City	San Mateo	San Mateo	0.052%		**0.0425841%**
City	South San Francisco	San Mateo	0.043%		**0.0353943%**
County	***Santa Barbara County***	Santa Barbara	1.132%	1.385%	**1.1768968%**
City	Carpinteria	Santa Barbara	0.001%		**0.0008938%**
City	Goleta	Santa Barbara	0.004%		**0.0028969%**
City	Lompoc	Santa Barbara	0.047%		**0.0389379%**
City	Santa Barbara	Santa Barbara	0.122%		**0.1004559%**
City	Santa Maria	Santa Barbara	0.058%		**0.0479179%**
County	***Santa Clara County***	Santa Clara	2.404%	2.941%	**2.4987553%**
City	Campbell	Santa Clara	0.014%		**0.0112566%**
City	Cupertino	Santa Clara	0.008%		**0.0066824%**
City	Gilroy	Santa Clara	0.025%		**0.0202891%**

APPENDIX 1

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Los Altos	Santa Clara	0.013%		**0.0103338%**
City	Los Gatos	Santa Clara	0.013%		**0.0103220%**
City	Milpitas	Santa Clara	0.036%		**0.0298120%**
City	Morgan Hill	Santa Clara	0.015%		**0.0124619%**
City	Mountain View	Santa Clara	0.041%		**0.0334608%**
City	Palo Alto	Santa Clara	0.039%		**0.0323080%**
City	San Jose	Santa Clara	0.294%	0.360%	**0.3054960%**
City	Santa Clara	Santa Clara	0.067%		**0.0549723%**
City	Saratoga	Santa Clara	0.004%		**0.0034161%**
City	Sunnyvale	Santa Clara	0.053%		**0.0434069%**
County	***Santa Cruz County***	Santa Cruz	0.783%	0.957%	**0.8135396%**
City	Capitola	Santa Cruz	0.020%		**0.0168191%**
City	Santa Cruz	Santa Cruz	0.143%		**0.1180348%**
City	Scotts Valley	Santa Cruz	0.015%		**0.0126525%**
City	Watsonville	Santa Cruz	0.063%		**0.0520136%**
County	***Shasta County***	Shasta	1.095%	1.339%	**1.1380191%**
City	Anderson	Shasta	0.024%		**0.0198896%**
City	Redding	Shasta	0.284%		**0.2334841%**
City	Shasta Lake	Shasta	0.004%		**0.0031993%**
County	***Siskiyou County***	Siskiyou	0.228%	0.279%	**0.2373393%**
County	***Solano County***	Solano	0.760%		**0.6260795%**
City	Benicia	Solano	0.031%		**0.0253903%**
City	Dixon	Solano	0.016%		**0.0130849%**
City	Fairfield	Solano	0.109%		**0.0897317%**
City	Suisun City	Solano	0.021%		**0.0176183%**
City	Vacaville	Solano	0.119%		**0.0976497%**
City	Vallejo	Solano	0.167%		**0.1373644%**
County	***Sonoma County***	Sonoma	1.218%	1.490%	**1.2661290%**
City	Healdsburg	Sonoma	0.032%		**0.0266929%**
City	Petaluma	Sonoma	0.081%		**0.0667507%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Rohnert Park	Sonoma	0.041%		**0.0340759%**
City	Santa Rosa	Sonoma	0.184%		**0.1519070%**
City	Sonoma	Sonoma	0.022%		**0.0183438%**
City	Windsor	Sonoma	0.016%		**0.0129298%**
County	***Stanislaus County***	Stanislaus	1.722%		**1.4182273%**
City	Ceres	Stanislaus	0.041%		**0.0340260%**
City	Modesto	Stanislaus	0.217%		**0.1788759%**
City	Newman	Stanislaus	0.006%		**0.0046964%**
City	Oakdale	Stanislaus	0.018%		**0.0145531%**
City	Patterson	Stanislaus	0.015%		**0.0126590%**
City	Riverbank	Stanislaus	0.010%		**0.0085699%**
City	Turlock	Stanislaus	0.065%		**0.0531966%**
County	***Sutter County***	Sutter	0.306%	0.374%	**0.3179548%**
City	Yuba City	Sutter	0.074%		**0.0606242%**
County	***Tehama County***	Tehama	0.213%	0.261%	**0.2216654%**
City	Red Bluff	Tehama	0.014%		**0.0117771%**
County	***Trinity County***	Trinity	0.082%	0.101%	**0.0855476%**
County	***Tulare County***	Tulare	0.809%	0.990%	**0.8410949%**
City	Dinuba	Tulare	0.014%		**0.0116929%**
City	Exeter	Tulare	0.004%		**0.0032479%**
City	Farmersville	Tulare	0.003%		**0.0027879%**
City	Lindsay	Tulare	0.007%		**0.0057111%**
City	Porterville	Tulare	0.021%		**0.0171845%**
City	Tulare	Tulare	0.037%		**0.0302273%**
City	Visalia	Tulare	0.066%		**0.0545872%**
County	***Tuolumne County***	Tuolumne	0.486%	0.594%	**0.5047621%**
County	***Ventura County***	Ventura	2.192%	2.681%	**2.2781201%**
City	Camarillo	Ventura	0.002%		**0.0012815%**
City	Fillmore	Ventura	0.002%		**0.0020294%**
City	Moorpark	Ventura	0.008%		**0.0067337%**

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Oxnard	Ventura	0.156%	0.190%	**0.1617338%**
City	Port Hueneme	Ventura	0.021%		**0.0174145%**
City	San Buenaventura (Ventura)	Ventura	0.085%		**0.0702181%**
City	Santa Paula	Ventura	0.014%		**0.0119072%**
City	Simi Valley	Ventura	0.065%		**0.0533043%**
City	Thousand Oaks	Ventura	0.022%		**0.0179902%**
County	***Yolo County***	Yolo	0.357%	0.437%	**0.3713319%**
City	Davis	Yolo	0.055%		**0.0451747%**
City	West Sacramento	Yolo	0.066%		**0.0544321%**
City	Woodland	Yolo	0.058%		**0.0477904%**
County	***Yuba County***	Yuba	0.214%	0.262%	**0.2225679%**
City	Marysville	Yuba	0.014%		**0.0112079%**

APPENDIX 2

Cost Reimbursement Procedure

1. Additional defined terms:

a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were not previously reimbursed and which were paid or incurred (i) prior to December 31, 2022 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting any CA Allocation Agreement(s) concerning a settlement with any Opioid Defendant(s). *Costs* does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.

b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section IX and Exhibit R of the Walgreens Settlement Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the Distributor Settlement Agreement, Section XI and Exhibit R of the Janssen Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, or Section IX and Exhibit R of the Walmart Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.

c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.

d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating National Opioid Settlements with various manufacturers, distributors, and chain pharmacies.

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b) Claims Procedure.

i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section IX and Exhibit R of the Kroger Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, Section IX and Exhibit R of the Walmart Settlement Agreement, Section X or Exhibit R of the Distributor Settlement Agreement, or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of "hard" costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.

iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.

iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.

v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for

reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.

vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section V(B)(2) of the Kroger Settlement Agreement.

vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and Kroger a report of the fees and expenses incurred by the Special Master pursuant to Section V(B)(2) of the Kroger Settlement Agreement.

c) Claims Priority and Limitation.

i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.

ii. Final Awards of Costs that do not exceed seventy-five thousand dollars ($75,000.00) will be paid next in priority after the Special Master's approved invoices.

iii. Final Awards of Costs in excess of seventy-five thousand dollars ($75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.

iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.

v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.

vi. In no event shall more than $28 million of the total CA Subdivision Funds paid pursuant to the Kroger Settlement Agreement, Walgreens Settlement Agreement, Teva Settlement Agreement, Allergan Settlement Agreement, Distributor Settlement Agreement, CVS Settlement Agreement, Janssen Settlement Agreement, and the Walmart Settlement Agreement be used to pay Costs.

d) Collateral Source Payments and Third-Party Settlement.

i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund. Any Plaintiff Subdivision that has submitted for reimbursement to any national fund and has not received a final determination by the First Claims Date may request that the settlement administrator withhold some or all of its payment from the CA Subdivision Fund in order to avoid repayment.

ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Kroger Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Costs, and Expenses) of the Kroger Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Kroger Settlement Agreement and CA Kroger Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Kroger Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Kroger Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Kroger Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Kroger Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]	[SUBDIVISION SIGNATURE BLOCK]
[DATE]	[COUNSEL SIGNATURE BLOCK]
[DATE]	[ATTORNEY GENERAL SIGNATURE BLOCK]

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 ("*Kroger Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at *https://nationalopioidsettlement.com/*.

3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel

as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.

10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.

11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

CITY OF ONTARIO *Agenda Report* **August 20, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Economic Development Prepared By: Jennifer Hiramoto Department: Economic Development Prepared By: Jennifer Hiramoto Staff Member Presenting: Jennifer McLain Hiramoto, Economic Development Director Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 9

SUBJECT: **CONSIDER A RESOLUTION APPROVING, PURSUANT TO THE CERTIFIED FINAL ONTARIO REGIONAL SPORTS COMPLEX ENVIRONMENTAL IMPACT REPORT (SCH NO. 2023110328) AND APPROVED MITIGATION MONITORING AND REPORTING PROGRAM, A STADIUM VENUE AGREEMENT BETWEEN THE CITY OF ONTARIO AND RANCHO BASEBALL, LLC AND MAKING CERTAIN CEQA FINDINGS IN CONNECTION THEREWITH**

RECOMMENDATION: That the City Council take the following actions:

A. Consider and Adopt a Resolution Approving pursuant to the Certified Final Ontario Regional Sports Complex Environmental Impact Report (SCH No. 2023110328) and approved Mitigation Monitoring And Reporting Program, A Stadium Venue Agreement between the City And Rancho Baseball, LLC and Making Certain CEQA Findings In Connection Therewith; and
B. Authorize the City Manager, or his designee, to execute a Stadium Venue Agreement with Rancho Baseball, LLC on behalf of the City.

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
Encourage, Provide or Support Enhanced Recreational, Educational, Cultural and Healthy City Programs, Policies and Activities

FISCAL IMPACT: This Agreement will generate revenue to the City through a combination of sources, including a license fee, parking revenue, concession sales, and advertising and sponsorship sales. These revenues will emanate from both baseball operations and non-baseball operations.

Per the terms of the Agreement, the base license fee to be paid to the City by Rancho Baseball, LLC ("User") is $400,000 per year in five equal payments between April to August. This amount will increase by $25,000 every five years. City representatives will closely coordinate with the User to leverage each other's efforts and maximize revenue. Combined with the variety of other revenue

sources, staff expects baseball operations to break even or better with additional, non-baseball events and activities allowing the City to generate net revenue.

BACKGROUND & ANALYSIS: The City of Ontario is in the process of developing 200 acres of land generally located between the Cucamonga Creek Channel and Vineyard Avenue, between Riverside Drive and Chino ("Site") as the future Ontario Regional Sportsplex. At build out, it will be one of the largest of its kind in Southern California. While designs are still underway, the Regional Sportsplex is envisioned to contain the following:

- Soccer and football fields
- Baseball and softball fields
- Tennis and pickleball courts
- Basketball, volleyball and badminton courts
- Competitive and recreational aquatics center
- A youth sports training facility

While this project will provide much-desired public athletic amenities, it is also anticipated to be an economic development catalyst. It is estimated that this facility will attract 1.2 million new visitors per year to Ontario and, as such, additional retail and hospitality uses will be required to support this increased number of visitors.

In addition to these public sports amenities and supporting retail facilities, the City is also designing a Minor League Baseball Stadium ("Stadium") with capacity to host 6,500 fans on 10- 12 acres in the northeast portion of the Site.

The proposed anchor user of the Stadium is Rancho Baseball, LLC ("User"), which currently owns and operates a professional baseball club affiliated with Major League Baseball's Los Angeles Dodgers. The User intends to relocate its operations to the City of Ontario and use the Stadium as its home field. A new name for the baseball club- featuring “Ontario"- will be released at a future date. The User would activate the stadium for 80 days a year. In the remaining days, the Stadium will be programmed by the City with such uses as concerts, expositions, graduations, and other sporting events.

In August 2023, the City Council approved a Memorandum of Understanding Regarding Baseball Development and Proposed Lease ("MOU") with Rancho Baseball, LLC, and authorized the City Manager to Negotiate a Lease Agreement with the User. Over the past year, the City and Rancho Baseball have negotiated terms, detailed in the attached Stadium Venue Agreement. A highlight of these terms include:

- The City will deliver a 4,000-5,000 seat stadium, plus grass berm seating in the outfield for 500 to 1,500 fans by March 1, 2026.
- The annual base license of $400,000 plus increases of $25,000 every five years. Other revenue shares pertaining to merchandise, concessions, stadium signage, advertising, sponsorships and parking revenue are detailed in the Agreement.
- City shall design, install and improve the Site with parking. During the baseball season, the City will receive 40 percent of any parking revenues collected by the User.

- The initial term of the Agreement shall be 20 years, plus options for extensions.
- The Project is subject to Prevailing Wage standards.

California Environmental Quality Act (CEQA)

Pursuant to State CEQA Guidelines section 15087(e), the Ontario Regional Sports Complex Draft Environmental Impact Report ("DEIR") was circulated for at least a 45-day public review and comment period. The City prepared a Final Environmental Impact Report ("FEIR") in compliance with CEQA (Pub. Resources Code § 21000 et seq.). On July 16, 2024, the City Council conducted a noticed public hearing on the FEIR and Mitigation Monitoring and Reporting Program ("MMRP,"), received testimony from all parties. On July 16, 2024, pursuant to Resolution No . 2024-132, the City Council certified the FEIR, which considered the relocation of the Club to the Stadium, adopted environmental findings, and a Statement of Overriding Considerations, approved the MMRP, and the Project.

Staff has determined that all environmental impacts of the Stadium Venue Agreement have been addressed within the FEIR, and that there is no substantial evidence in the administrative record that the Stadium Venue Agreement may result in any significant environmental impacts beyond those analyzed in the FEIR. Given this, pursuant to State CEQA section 15189 through 15190, staff recommends that the City Council finds that the preparation of a subsequent or supplemental CEQA document is not required for the Stadium Venue Agreement and that, after approving the Agreement, a Notice of Determination be filed pursuant to the FEIR.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING PURSUANT TO THE CERTIFIED FINAL ONTARIO REGIONAL SPORTS COMPLEX ENVIRONMENTAL IMPACT REPORT (SCH NO. 2023110328) AND APPROVED MITIGATION MONITORING AND REPORTING PROGRAM, A STADIUM VENUE AGREEMENT BETWEEN THE CITY AND RANCHO BASEBALL, LLC AND MAKING CERTAIN CEQA FINDINGS IN CONNECTION THEREWITH.

WHEREAS, the City of Ontario ("City") is the fee interest owner of certain real property, identified with Assessor's Parcel Numbers 0218-101-05, 0218-101-06, 0218-101-07, 0218-102-10 and 0218-102-11, bounded to the north by Riverside Drive, to the south by Chino Avenue, to the west by the unimproved right-of-way for Vineyard Avenue, and to the east by the Cucamonga Creek Flood Control Channel, located in the City of Ontario, County of San Bernardino, California, consisting of approximately 199 gross acres of land, (the "City Property"), upon which the CITY intends to improve the Site with municipal sports complex facilities ("Sports Complex"); and

WHEREAS, the City is willing to construct a professional baseball stadium, which includes, among other things, related baseball and ancillary facilities with baseball fields and associated structures on an approximately 16 acre portion of the City Property ("Stadium"); and

WHEREAS, the City desires to enter into a Stadium Venue Agreement with Rancho Baseball, LLC ("Rancho") whereby Rancho's Minor League professional baseball team (the "Club") would relocate to and use the Stadium as its home field for preseason, regular season, postseason home games and other Club events generally during the months of April through September; and

WHEREAS, the City will also have the rights to schedule other events, such as civic, holiday or entertainment events at the Stadium during each year and intends to select a Stadium Manager to operate, maintain and manage the Stadium on behalf of the City; and

WHEREAS, Stadium Venue Agreement is considered a "Project" as defined by the California Environmental Quality Act ("CEQA"); and

WHEREAS, pursuant to State CEQA Guidelines section 15087(e), the Ontario Regional Sports Complex Draft Environmental Impact Report ("DEIR") was circulated for at least a 45-day public review and comment period; and

WHEREAS, the City prepared a Final Environmental Impact Report ("FEIR") in compliance with CEQA (Pub. Resources Code § 21000 et seq.). For the purposes of this Resolution, the "EIR" shall refer to the DEIR, as revised by the FEIR, together with the other sections of the FEIR; and

WHEREAS, on July 16, 2024, the City Council conducted a noticed public hearing on the FEIR and Mitigation Monitoring and Reporting Program ("MMRP,"), received testimony from all parties; and

WHEREAS, on July 16, 2024, pursuant to Resolution No. 2024-132, the City Council certified the FEIR, which considered the relocation of the Club to the Stadium, adopted environmental findings, and a Statement of Overriding Considerations, approved the MMRP, and the Project; and

WHEREAS, pursuant to the foregoing, the City Council has determined that a Notice of Determination for approval of the Stadium Venue Agreement should be filed pursuant to CEQA, the State CEQA Guidelines, and the City's Local CEQA Guidelines.

NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF ONTARIO DOES HEREBY RESOLVE AND DECLARE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. CEQA. Having considered the certified FEIR and all written and oral evidence presented to the City Council, the Council finds that all environmental impacts of the Stadium Venue Agreement have been addressed within the FEIR, and that there is no substantial evidence in the administrative record that the Stadium Venue Agreement may result in any significant environmental impacts beyond those analyzed in the FEIR. Therefore, pursuant to State CEQA section 15189 through 15190, the City Council finds that the preparation of a subsequent or supplemental CEQA document is not required for the Stadium Venue Agreement.

Section 3. Findings. The City Council finds that the Stadium Venue Agreement for the City Property pursuant to the Agreement will further the goals and purposes of the City, and is in the common interest of the City and its residents.

Section 4. Approval of the Agreement. The City Council hereby approves the Stadium Venue Agreement in substantially the form attached hereto as Exhibit A, subject to any non-substantive revisions which do not increase the City's liability and are approved by the City Attorney, and authorizes the City Manager to sign and enter into the Agreement and perform the obligations of the City under the Agreement.

Section 5. Notice of Determination. The Executive Director, or designee, is hereby directed to file a Notice of Determination for the Stadium Venue Agreement under CEQA.

Section 6. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of

this Resolution are severable. The City declares that the City would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 7. Effective Date. This Resolution shall become effective immediately upon its adoption.

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

PASSED, APPROVED, AND ADOPTED this 20th day of August, 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 August 20, 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 August 20, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

STADIUM VENUE AGREEMENT

BY AND BETWEEN

THE CITY OF ONTARIO

AND

RANCHO BASEBALL, LLC

Dated as of _____

(For Reference Purposes Only)

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EXHIBITS

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STADIUM VENUE AGREEMENT
BY AND BETWEEN
THE CITY OF ONTARIO
AND
RANCHO BASEBALL, LLC

This **STADIUM VENUE AGREEMENT** ("**Agreement**") is dated _____, for reference purposes only, and entered into by and between the **CITY OF ONTARIO**, a California municipal corporation and general law city ("**CITY**") and **RANCHO BASEBALL, LLC**, a Washington limited liability company ("**TEAM**"). TEAM and CITY are sometimes collectively referred to herein as the "Parties," and each of TEAM and CITY individually is sometimes referred to as a "Party."

RECITALS

A. The CITY is the owner of that certain real property consisting of approximately 199 gross acres of land, bounded to the north by Riverside Drive, to the south by Chino Avenue, to the west by the unimproved right-of-way for Vineyard Avenue, and to the east by the Cucamonga Creek Flood Control Channel, located in the City of Ontario, County of San Bernardino, California, as depicted in **Exhibit A, SITE MAP**, attached hereto and by this reference incorporated herein (the "**Site**"), upon which the CITY intends to improve the Site with municipal sports complex facilities (the "**Sports Complex**").

B. The CITY is willing to construct a professional baseball stadium, which includes, among other things, related baseball and ancillary facilities with baseball fields and associated structures as depicted in **Exhibit B**, **DEPICTION OF STADIUM PLAN**, attached hereto and by this reference incorporated herein, on a portion of the Site owned by the City of Ontario which shall conform with applicable facility standards put in place by MLB PDL, in effect as of the effective date of this Agreement, to support the TEAM'S operations, subject to the conditions set forth herein in this Agreement. The City agrees to maintain the stadium to the MLB PDL facility standards in effect as of the effective date of this Agreement. In the event the MLB PDL facility standards change after the effective date of this Agreement, the City and TEAM agree to work together in good faith to remain in compliance with those revised PDL Facility Standards.

C. The TEAM desires to relocate TEAM'S operations to the City of Ontario and use the Stadium to be located on the Premises (as defined below) as its home stadium on the terms and conditions set forth herein. The City and the TEAM executed a Memorandum of Understanding ("**MOU**") between the CITY and the TEAM on December 27, 2023 that provides, among other things, for 1) the negotiation and execution of a new agreement between the Parties and responsibilities of the Parties for the funding, location, construction and operation of a Minor League Baseball stadium that contains fan and player amenities; and 2) the parties acknowledgement and agreement that this Agreement will not be executed and cannot be considered and approved by the City Council until such time that certain conditions are completed

and the environmental review and clearance requirements of the California Environmental Quality Act (Public Resources Code Section 21000 et seq., "CEQA") have been satisfied by the City, including but not limited to, receiving related CEQA approvals pertaining to the development of the Stadium and Sports Complex.

D. The TEAM and the CITY desire to enter into this Stadium Venue Agreement for the license of a portion of the Site which will consist of a baseball stadium for the TEAM'S operation of a PDL Club pursuant to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, contingencies and undertakings as more particularly set forth below, the above recitals are true and correct and incorporated herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties hereto do hereby agree as follows:

VENUE AGREEMENT

ARTICLE 1
DEFINITIONS

Unless the context otherwise requires, the capitalized terms used in this Agreement have the meanings set forth below in this Agreement.

1.1 **"Agreement Effective Date"** is the date on which the last of CITY and TEAM execute and deliver this Agreement.

1.2 **"Baseball Season"** is the time in which the Club plays its Home Games generally during the months of April through September, subject to the PDL Rules and Regulations.

1.3 **"Club**" means the professional baseball club, currently a Single A affiliate of the Los Angeles Dodgers, owned by Rancho Baseball LLC, whose future official team name will be modified to have "Ontario" included.

1.4 **"Commissioner"** means the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, any person or body succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.

1.5 **"Expiration Date"** means the last date at 11:59 p.m. of the Term of the Agreement, which is the Initial Term Expiration Date or, if options to extend the Term are exercised, the last date at 11:59 p.m. of any extension periods confirmed by the Parties as described in Section 3.1.4.

1.6 **"Home Games"** means all baseball games, including preseason, regular season and postseason games, played where the Club is designated as the "home team."

1.7 **"License Commencement Date"** is as defined in Section 3.1.1.

1.8 **"License Fee Commencement Date"** is the same date as the License

Commencement Date.

1.9 **"Major League Baseball"** or "**MLB"** means, depending on the context, any or all of (a) the Office of the Commissioner of Baseball, each other MLB PDL Entity and/or all boards and committees thereof and/or (b) the Major League Clubs acting collectively.

1.10 **"Major League Baseball Club"** or "**Major League Club"** means any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

1.11 **"Major League Constitution"** means the Major League Constitution adopted by the Major League Clubs as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the Major League Clubs.

1.12 **"MLB PDL"** means, depending on the context, any or all of (i) MLB Professional Development Leagues, LLC, a Delaware limited liability company, and/or (ii) the boards, committees and subcommittees related thereto.

1.13 **"MLB PDL Entity"** means each of MLB PDL, the Office of the Commissioner of Baseball, MLB Advanced Media, L.P. and/or any of their respective present or future affiliates, assigns or successors.

1.14 **"Non-Ontario Professional Baseball Event"** is any event scheduled by the CITY, or its Stadium Manager in the event the CITY elects to hire and engage a contractor to serve as the Stadium Manager, as described in Section 7.3.1.

1.15 **"Ontario PDL License Agreement"** means that certain player development license agreement entered into between TEAM and MLB PDL pursuant to which the Club has been granted the right to participate in the Professional Development League System.

1.16 **"Outside License Commencement Date"** is March 1, 2026, unless this Agreement is terminated earlier per the terms herein or mutually agreed to amended by the parties and subject to Force Majeure events.

1.17 **"PDL Approval"** means, any approval, consent or no-objection letter required to be obtained from MLB PDL or any other MLB PDL Entity pursuant to the PDL Rules and Regulations.

1.18 **"PDL Club"** means a professional baseball club participating in the Professional Development League System pursuant to a player development license agreement between the owner of such club and MLB PDL pursuant to which such owner has been granted the right to participate in the Professional Development League System.

1.19 **"PDL Governance Agreement"** means that certain Professional Development Leagues Governance Agreement, effective as of February 12, 2021 by and between MLB PDL and each PDL Club, as may be amended, modified, supplemented or restated from time to time.

1.20 **"PDL Governing Documents"** means the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (i) the Major League Constitution, (ii) the Major League Rules (and all attachments thereto), (iii) the PDL Operating Guidelines, (iv) the PDL Governance Agreement and (v) the PDL License Agreements.

1.21 **"PDL License Agreement"** means each player development license agreement entered into between a PDL Club and MLB PDL pursuant to which such PDL Club has been granted the right to participate in the Professional Development League System, including, without limitation, the Ontario PDL License Agreement.

1.22 **"PDL Rules and Regulations"** means (i) the PDL Governing Documents, (ii) any present or future agreements or arrangements entered into by, or on behalf of, MLB PDL or any other MLB PDL Entity or the Major League Clubs acting collectively that are specifically related to or generally applicable to the Professional Development League System or the PDL Clubs, including, without limitation, agreements or arrangements entered into pursuant to the PDL Governing Documents, and (iii) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or on behalf of, the Commissioner, MLB PDL or any other MLB PDL Entity as in effect from time to time that are specifically related to or generally applicable to the Professional Development League System or one or more of the PDL Clubs.

1.23 **"Premises"** is as defined in Section 2.1 below.

1.24 **"Professional Development League System"** means a system of professional baseball leagues comprised of professional baseball clubs that compete at different levels and serve to assist with the development of players for Major League Baseball Clubs.

1.25 **"Relocation"** means that the TEAM shall relocate the Club to the Stadium and shall, subject to the PDL Rules and Regulations, hold its Home Games in such Stadium commencing with the 2026 PDL championship season and continuing for a minimum period of twenty (20) years, with an option to extend such period for two (2) additional periods of five (5) years each option period.

1.26 **"Site"** shall also include parking facilities, if any, appurtenant structures necessary for operations of the Stadium and the Sports Complex facilities, landscaping and other improvements to the Site.

1.27 **"Stadium"** means that part of the Premises upon which a state-of-the-art baseball stadium reasonably necessary for the proper playing of professional baseball, which shall include permanent seating for approximately 4,000 to 5,000 fans, plus grass berm seating for between 500 and 1,500 fans, the playing field, home and visiting team locker rooms, umpires' dressing rooms, ticket sales facilities, press facilities, radio and television broadcast facilities, stadium offices, concession/merchandise stands, reasonable storage and maintenance areas, and other elements required for use and operation of the Stadium and all areas of the Stadium normally made available to spectators.

1.28 **"Substantial Completion"** of the Stadium is the date when the certificate of

occupancy has been issued.

ARTICLE 2
LICENSE

2.1 **License of the Premises.** In consideration of, and subject to, the terms, covenants, conditions and agreements set forth herein the Agreement, CITY hereby licenses to TEAM, and TEAM hereby licenses from CITY, a portion of the Site, consisting of approximately 11.33 acres, and portions of parcels identified with Assessor's Parcel Numbers 0218-101-05, 0218-101-06, 0218-101-07, 0218-102-10 and 0218-102-11, to be improved with a not to exceed 6,000 seats/capacity Minor League Baseball stadium facility, stadium related and ancillary facilities (which, collectively, shall constitute the "**Premises**"), as more particularly described in **Exhibit C**, **DEPICTION OF PREMISES**, attached hereto and by this reference incorporated herein.

2.2 **Delivery of Possession and Acceptance**. On the License Commencement Date, the Premises shall be ready for use by the TEAM. CITY will deliver the Premises to TEAM for TEAM its use and occupancy of the Premises and TEAM hereby accepts the Premises in the conditions existing as of the License Commencement Date of the Agreement and TEAM will be deemed to have commenced its use of the Premises as of the License Commencement Date. TEAM hereby accepts this Agreement subject to all Applicable Requirements and to all matters disclosed hereby and by any exhibits attached hereto. TEAM represents and warrants to CITY that TEAM has made such investigation as it deems necessary regarding such Applicable Requirements, matters and exhibits, is satisfied with reference thereto and assumes all responsibility therefor as the same relates to the Premises and/or this Agreement, except as expressly provided otherwise in this Agreement. CITY represents and warrants that as of the License Commencement Date, CITY will deliver the Stadium in compliance with the PDL Rules and Regulations.

2.3 **Covenant of Quiet Enjoyment.** CITY covenants for the Term that TEAM, upon paying the License Fee and upon keeping, observing and performing the terms, covenants and conditions of the Agreement to be kept, observed and performed by TEAM, shall and may quietly and peaceably occupy, use, and enjoy the Premises for the duration of the Term, without ejection or interference by or from CITY or any other Person (other than Persons claiming by, through or under TEAM), subject to Force Majeure events.

ARTICLE 3
TERM

3.1 **License Term**.

3.1.1 **Initial License Term.** The Term of the Agreement shall be for an initial term of twenty (20) years ("Initial Term"), commencing on the License Commencement Date, and ending at 11:59 p.m. on the date which is twenty (20) years later ("**Initial Term Expiration Date**"), unless this Agreement is sooner terminated or extended as hereinafter provided. When the License Commencement Date has been ascertained, the Parties shall promptly execute a **CONFIRMATION OF LICENSE DATES** form, substantially in the form attached hereto as **Exhibit D** and by this reference incorporated herein. The "**License Commencement Date**" shall mean the date that is the earlier to occur of (i) five (5) days after Substantial Completion, or (ii) the

date TEAM occupies or uses the Premises with employees for office use or baseball practice or other related uses, including any TEAM Event.

3.1.2 **Agreement Prevails**. Upon the date the Agreement is fully executed by the Parties, the Agreement shall supersede the MOU and release the Parties from any further obligations under the MOU.

3.1.3 **Options to Extend**. TEAM shall have two (2) options (each an "**Option**", collectively the "**Options**") to extend the Term for a period of five (5) years each (An "**Extension Term**"). The Initial Term and any Extension Terms are herein, collectively, referred to as the "Term". The Term, as extended by the Options, shall be on all of the same terms and conditions set forth in this Agreement.

3.1.4 **Exercise of Options to Extend**. TEAM may exercise the first Option by providing written notice to the CITY no later than sixty (60) days before the Initial Term Expiration Date of the Initial Term of TEAM'S intention to extend the Term. If the first Option is timely exercised, the Parties shall promptly execute a Confirmation of License Dates for the first extension period and Expiration Date of the Term. If TEAM had timely exercised the first Option, then TEAM may exercise the second Option by providing written notice to the CITY no later than sixty (60) days before the Expiration Date of the first extended Term of TEAM'S intention to exercise the second option to extend the Term. If the second Option is timely exercised, the Parties shall promptly execute a Confirmation of License Dates for the second extension period and Expiration Date of the Term.

ARTICLE 4
STADIUM FUNDING, DESIGN AND CONSTRUCTION

4.1 **Funding for Construction of Stadium**. As express consideration for the TEAM relocating the Club to the Stadium and subject to the satisfaction of the conditions precedent set forth herein, CITY agrees to fund and construct the Stadium on the Site, located generally south of East Riverside Drive and between South Vineyard Avenue and South Archibald Avenue in Ontario, California, with an estimated construction cost of approximately $95,000,000.00.

4.2 **PDL Rules and Regulations**. The Stadium shall be constructed in accordance with the PDL Rules and Regulations.

4.3 **Design and Construction of Stadium**. Subject to the conditions and required approvals by TEAM and MLB PDL as further described in Sections 4.4, 4.5, and Article 22, the CITY will have the Stadium constructed in accordance with the design, plans and specifications of the Stadium prepared by and for the CITY, that have been deemed to comply with all applicable PDL Rules and Regulations.

4.4 **Contingencies**. The Parties acknowledge that Relocation to the Stadium is contingent upon receiving PDL Approval, including all design and construction plans for the Stadium. Accordingly, the Parties agree to work in good faith to determine the design and construction of the Stadium to meet all applicable PDL Rules and Regulations, and to ensure the Stadium is aesthetically pleasing, operationally and economically efficient, technologically friendly, and comfortable and fun for fans and baseball personnel. The TEAM and CITY will

mutually agree on the specialists and consultants (e.g., planning, architectural, engineering, construction and interior design) to be engaged, and the time frames upon which each specialist and consultant must be engaged.

4.5 **PDL Approval**. The Team shall have obtained all necessary PDL Approvals for this Agreement.

4.6 **Stadium Standards**. Subject to the conditions precedent set forth herein, the Stadium shall be built to comply with all applicable PDL Rules and Regulations, in addition to the following standards set forth below:

(a) Baseball capacity to not exceed 6,000 fans. This includes permanent seating for approximately 4,000 to 5,000 (including group areas and premium seating) plus grass berm seating for 500 to 1,500 fans;

(b) Group entertainment areas;

(c) Premium seating suites;

(d) Premium seating club areas;

(e) Concessions sales, operations and storage facilities as well as concessions equipment;

(f) Merchandise sales, operations and storage facilities;

(g) Press box and media production space and equipment;

(h) Parking sufficient for the anticipated capacity of the Stadium;

(i) Videoboard and other signage facilities;

(j) TEAM offices for a minimum of 32 full-time front-office staff members;

(k) Other features as appropriate for a stadium of this type; and

(l) Appropriate transportation infrastructure for fans to travel to the Stadium including appropriate roadside identification and directional signs leading up to and into the Stadium.

4.7 **TEAM Responsibilities for Furniture, Fixtures and Equipment**. The TEAM shall pay for all furniture, fixtures and equipment ("FF&E") (except for those affixed to the building such as lockers, showers, etc.) in its areas of 365-day access (office, team store and home clubhouse). TEAM shall pay for other furniture, fixtures and equipment in non-365 day access areas if that FF&E is necessary for the TEAM'S Events, not affixed to the building and exclusive for the TEAM'S use.

4.8 **CITY Responsibilities for Furniture, Fixtures and Equipment**. Equipment that is non-exclusive to the TEAM (such as the rolling batting cage, baseball field screens, field tarp, etc.) will be a CITY expense. All FF&Es for the provision of concessions and catering will be the responsibility of the CITY.

4.9 **Parking Facilities**. CITY shall design, install and improve the Site with a parking area/facility ("**On-Site Parking**") sufficient to serve the Stadium which will not be part of the

Premises. On-Site Parking shall be controlled by CITY, and shall not be used for parking for events not held at the Stadium without CITY'S consent. Some parking for the Stadium may be available off-site, and shall be subject to separate agreements between TEAM and/or CITY with other parties. CITY makes no representation about the availability of other parking rights or the suitability, adequacy, size or capacity of such off-site parking and the sufficiency to serve the Stadium parking needs, nor is CITY obligated under this Agreement or any other agreement to provide sufficient off-site parking for TEAM Events, or for any events held at the Stadium, whether held by CITY or TEAM.

4.10 **Completion Date**. Subject to the terms in Articles 4 and 22, the Parties agree to work in good faith to ensure the Stadium is designed, constructed and will achieve Substantial Completion and ready for use and occupancy by the TEAM on or before the Outside License Commencement Date of March 1, 2026.

ARTICLE 5
USE

5.1 **Events**. CITY and TEAM contemplate that events and use of the Premises shall be categorized in three ways: TEAM Events, CITY Events, and Other Events. A "CITY Event" is as defined in Section 5.4. Any event, such as promotional events (subject to the provisions of Article 10 below), clinics and other similarly-constituted events which relate to the Professional Development League System or the TEAM, to be located at the Premises, or any other event which is hosted or otherwise arranged by TEAM or its affiliates, shall be considered a "TEAM Event" (but for the avoidance of doubt, activities related to and occurring on the same day as a Club game shall not be considered a separate and distinct "TEAM Event"). Any other event or use of the Premises, which includes events open to the public, generates attendance and/or parking revenue and incurs expenses, that is not a CITY Event or TEAM Event shall be an "Other Event." With the intent to coordinate dates and to establish a yearly calendar of events ("Stadium Master Calendar"), the Stadium Manager will create and manage a Stadium Master Calendar for each calendar year that will include anticipated or regularly occurring events, subject to the terms and conditions provided herein this Article 5.

5.2 **Quarterly Meetings**. TEAM and CITY representatives shall meet at least quarterly to set dates and manage the Stadium Master Calendar. For scheduling priority purposes, paid attendance events shall take priority over free attendance events. CITY or its Stadium Manager shall manage all CITY Events. No License Fee shall be paid by CITY, nor credited to TEAM, for CITY Events or Other Events.

5.3 **TEAM'S Use of the Premises**. TEAM shall use and occupy the Premises only for the purposes specified in this Agreement or any other legal use which is reasonably comparable to such use, and for no other purpose. During the Term of this Agreement, the TEAM shall have access to use the Premises with scheduling priority for all regular season and postseason baseball home game days plus up to twenty (20) non-game day events each year. Except for dates required for Home Games or other TEAM Events previously scheduled or as may be required pursuant to the PDL Rules and Regulations, and subject to the provisions of this Section 5.3 and Section 5.4, CITY or Stadium Manager retains the right to reserve dates to allow for other programming at the Stadium, including dates for concerts, family shows, or other sporting events, during the Term.

Except as otherwise provided herein, during the presentation of Home Games, TEAM shall have the right to use the Stadium Facilities in a manner consistent with the presentation of minor league baseball games. TEAM shall not unreasonably interfere with the use by others of the areas of the Sports Complex that are not Stadium Facilities. The TEAM shall have 365-day exclusive access to TEAM offices, merchandise, sales facilities and the home and visiting clubhouses. Except as otherwise provided in Article 6 for payment of License Fee by the TEAM, Stadium Manager shall not charge TEAM any License Fee or other Fees in connection with such TEAM Events; provided however, TEAM shall be responsible for paying reasonable incremental out-of-pocket staffing and other direct event-related expenses incurred by Stadium Manager in connection with such TEAM Events and any of TEAM'S costs described in Section 7.2.1 herein. For purposes of clarity, "incremental out-of-pocket staffing and other costs" means those costs beyond what would be incurred during a typical Club game, and prior to incurring the same, the Stadium Manager shall meet and confer with the Team to discuss the proposed magnitude of such incremental out-of-pocket staffing and other costs with respect to the TEAM Event in question.

5.3.1 **No Relocation**. During the Term, except as provided by PDL Rules and Regulations, or in the event that the Stadium is unusable due to a Force Majeure Event, TEAM agrees to cause the Club to play all pre-season, regular season, and postseason home games for the TEAM at the Premises. TEAM shall not relocate the Club during the Term ("**No Relocation Requirement**"); provided, however, if the Stadium is not useable due to a Force Majeure Event, the Club may play in an alternate location until the Stadium is restored without such temporarily relocated Club play being a breach of the No Relocation Requirement. If TEAM relocates the TEAM'S Club in breach of the No Relocation Requirement, the License Fee for the remaining, unexpired Term shall be immediately due and payable by TEAM to CITY. Subject to the prior receipt of all necessary PDL Approvals, the official TEAM name will be modified to include the word "Ontario" in its name.

5.3.2 **Scheduling of Dates During Regular Baseball Season**. TEAM will provide the schedule of Home Games and possible postseason dates for the upcoming MLB PDL championship season no later than December 1 of the prior year. For non-game day events, the TEAM will be granted their desired date upon their written request to the CITY or its Stadium Manager to the extent that date has not been previously scheduled for a CITY Event or Other Event. Within forty-eight (48) hours after TEAM receives its final, complete schedule from the MLB PDL for the ensuing season, TEAM shall submit its final, complete schedule to Stadium Manager for the ensuing season at which point all unscheduled available dates shall be released to Stadium Manager without further notice or action and TEAM will have no priority for use of the Stadium on such dates. In the event that Stadium Manager has the opportunity to schedule a significant event (such as a major concert, family show or sporting event that is not a baseball game) at the Stadium and such opportunity arises prior to December 1 of the prior year and before the TEAM has provided its schedule of Home Games and possible postseason dates for the upcoming Baseball Season, Stadium Manager will submit a request to TEAM to reserve that date and TEAM agrees to consider and work with CITY and Stadium Manager in good faith to accommodate such request and at no cost would be due to the TEAM by the Stadium Manager or the CITY.

5.3.3 **Scheduling of Dates During Postseason**. For each Baseball Season during the Term, in accordance with Section 5.3.2, TEAM will provide CITY or its Stadium Manager

with possible postseason dates to be reserved ("Postseason Dates"). Stadium Manager agrees to reserve such Postseason Dates unless and until the Club is eliminated from qualification for the postseason. Within twenty-four (24) hours after TEAM receives notice from MLB PDL of which Postseason Dates will not be used for the Club's postseason games, TEAM shall notify Stadium Manager of such released dates, which dates shall be released to Stadium Manager without further notice or action and TEAM will have no priority for use of the Stadium on such dates.

5.4 **CITY'S Use of the Premises**. The CITY or its Stadium Manager shall have the right to schedule events at the Stadium for its own purposes or initiative that are not related to professional baseball ("**CITY Events**") or otherwise referred to as Non-Ontario Professional Baseball events, including such regularly occurring events each calendar year (like the State of the City, civic events or certain holiday celebrations). If the CITY Events are to be held during the Baseball Season, PDL Approval is required, and the TEAM agrees to work with the CITY in an effort to obtain PDL Approval for each event. The CITY will ensure that the baseball playing field is restored to compliance prior to any Club games, or other TEAM baseball event that has been scheduled more than thirty (30) days in advance, if an event temporarily alters the condition of the playing field. Subject to Sections 7.3.6 and 9.3.4, CITY will retain concessions rights for all CITY Events or non-Ontario Professional Baseball events, or Other Events.

CITY may reserve and set dates for its events up to one year in advance, so long as such CITY dates do not conflict with the TEAM'S schedule of Home Games or any previously scheduled other TEAM Events, by sending notice to TEAM. Once reserved, TEAM may not set a TEAM Event on such date without CITY'S consent if such TEAM Event would interfere with such CITY Event in the reasonable discretion of CITY.

5.5 **Stadium Manager's Use of the Premises**. TEAM acknowledges that Stadium Manager may schedule any CITY Events on behalf of the CITY and may schedule Other Events, such as concerts, family shows, or other sporting events during each calendar year, including during each Baseball Season, subject to (i) the provisions contained in Sections 5.3, 5.3.2, 5.3.3 and 5.4, and (ii) obtaining PDL Approval if such CITY Event or Other Event is otherwise scheduled to occur during the Baseball Season (including the postseason).

5.6 **CITY Compliance with Laws**. CITY shall comply with all federal, state, county, city or local governmental agency laws, statutes, codes, ordinances, standards, rules, regulations, requirements and orders, including without limitation Environmental Laws (as defined in Article 21 and the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq*., as amended ("**ADA**"), covenants and restrictions of record, life and fire safety and similar requirements and requirements of any fire insurance underwriters or rating bureaus, now in effect or which may come into effect at any time during the Term (collectively "**Applicable Requirements**"), relating in any manner to the Premises or made applicable to the Premises by (i) the Stadium improvements completed by CITY, (ii) any alterations, additions or improvements in the Premises made by CITY, or (iii) the presence of one or more persons with a particular disability within the Premises during any CITY Event. CITY warrants that the Premises, will be in compliance with all applicable laws, including all Title 24 requirements and ADA, as of the License Commencement Date.

5.7 **TEAM Compliance with Laws**. As of the License Commencement Date, TEAM shall comply with all federal, state, county, city or local governmental agency laws, statutes, codes,

ordinances, standards, rules, regulations, requirements and orders, including without limitation Environmental Laws (as defined in the **ADA** and the Applicable Requirements, relating in any manner to the Premises or made applicable to the Premises by (i) TEAM'S occupation or use of the Premises, (ii) any alterations, additions or improvements made to the Stadium or in the Premises made by TEAM, or (iii) the presence of one or more persons with a particular disability within the Premises during any TEAM Event; however, TEAM shall (y) comply with all Applicable Requirements with respect to any alterations, additions or improvements to the Stadium or in the Premises made by TEAM, and (z) not be required to take any action under this Section to the extent related to or arising as a result of the Discretionary Capital Improvements (See Section 8.2 below) but shall promptly notify CITY of the need to do so.

5.8 **Inspection by Certified Access Specialist**. CITY discloses that the Premises have not undergone inspection by a Certified Access Specialist as referenced in California Civil Code Section 1938 subsection (e) which provides: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit any potential lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of a lessee or tenant, if requested by a lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." Pursuant to the foregoing Section 1938(e), CITY acknowledges and agrees that, if at any time during the Term, TEAM wishes to have the Premises inspected by a CASp: (i) TEAM must notify CITY on or before the date when TEAM executes this Agreement pursuant to the election below; (ii) the inspection will be at CITY'S sole cost and expense; (iii) the inspection must be scheduled through CITY and in coordination with the Stadium's property manager; (iv) any repairs or modifications necessary to correct any violation of construction-related accessibility standards that is noted in the CASp report shall be CITY'S responsibility; and (v) TEAM must provide a copy of the CASp report to CITY on completion.

ARTICLE 6
LICENSE FEE

6.1 **Base License Fee**. TEAM shall pay to CITY, as base rent for the Premises, without notice, demand, offset or deduction, except as may be otherwise expressly provided in this Agreement, an annual base license payment of Four Hundred Thousand Dollars and 00/100 ($400,000.00) per year ("**Base License Fee**") payable with five (5) equal monthly payments of Eighty Thousand Dollars and 00/100 ($80,000) in advance on or before the first of each of the following months of April through August. In the event that the License Fee Commencement Date shall fall within the months of April through August, TEAM'S obligation to pay the total annual Base License Fee amount for that Term year shall be prorated based upon a fraction, the numerator of which shall be the number of days in the regular season that TEAM is able to occupy the Stadium for TEAM'S intended use, and the denominator of which is the total number of days in the regular season. The annual Base License Fee amount will increase by Twenty Five Thousand Dollars and 00/100 ($25,000) every five (5) years, including during the Options periods. All rent shall be payable in lawful money of the United States to CITY at the address stated herein or to such other

persons or at such other places as CITY may designate from time-to-time in writing.

6.2 **Additional License Fees**. All monetary obligations of TEAM under this Agreement that are in addition to the Base License Fee will be deemed as "Additional License Fees". Base License Fee and Additional License Fees herein are sometimes collectively referred to in this Agreement as "Fees".

6.3 **Late Charges**. If any Fees payment is not received by CITY or CITY'S designee within ten (10) days after that Fees is due, TEAM shall pay to CITY a late charge of six percent (6%) of the Fees amount due as liquidated damages, in lieu of actual damages (other than interest under section 6.3 and attorney fees and costs under Section 23.8). The Parties agree that this late charge represents a reasonable estimate of the expenses that CITY will incur because of any late payment of Fees (other than interest and attorney fees and costs). TEAM shall pay the late charge as Additional License Fees with the next installment of Fees. In the event that the late charge assessed is for the August payment of any given License year, the TEAM shall pay the late charge on or before September 1 of that year.

6.4 **Interest**. If any Fees payment is not received by CITY or CITY'S designee within ten (10) days after that Fees is due, TEAM shall pay to CITY annual interest on the past-due amount, from the date due until paid, at the rate of twelve percent (12%) per year.

6.5 **Credit Against Base License Fee**. If at any time the CITY, county or state imposes a ticket tax, facility charge, or increases the CITY parking tax that the TEAM is required to pay, those taxes or facility charges will be credited against the Base License Fee.

6.6 **License Fee Commencement Date**. TEAM'S obligation to pay Fees shall commence upon the License Commencement Date.

ARTICLE 7
OPERATIONS AND MANAGEMENT

7.1 **TEAM Business Operations**. The CITY will work with the TEAM to provide, at no cost to the TEAM, adequate office space for the business operations of the TEAM from March 2024 until offices at the Stadium are available for use. Upon completion of the Stadium, CITY will provide TEAM with office space solely for TEAM to conduct administrative services with respect to the Club operations. TEAM shall provide all furnishings and equipment for such office space.

7.2 **TEAM Obligations**.

7.2.1 **Personnel**. The TEAM shall provide and pay for ushers, ticket takers, and box office personnel consistent with Minor League Baseball industry standards. The TEAM will be responsible for paying all personnel it employs and other expenses related to its games and events.

7.3 **CITY Obligations**.

7.3.1 **Stadium Management Duties**. During the Term, CITY shall serve as

manager of the Premises ("**Stadium Manager**") and, except as otherwise provided and assigned, shall manage all duties associated with operations and management of the Premises, including but not limited to maintenance and repair, property management, contracting for services, janitorial, employee management/labor relations, general concessions, parking, advertising, signage, accounting, banking, collections, net revenue reporting, master Stadium scheduling, and any other duty necessary to appropriately and professionally manage the Stadium. Stadium Manager shall have the right to book Other Events to maximize revenue and operating efficiency of the Stadium. Because the Stadium is to be considered a community resource (as well as the TEAM home location), the parties agree to use commercially reasonable efforts to maximize Stadium revenue while providing the community with a reasonably priced venue for sporting events and other public activities such as concerts and civic events. CITY may contract with a third party to serve as the Stadium Manager and, in its sole discretion, shall have the choice of the Stadium Manager and the principal representative of the selected Stadium Manager. CITY intends to engage a qualified venue operator to act as the City's agent and to serve as the Stadium Manager pursuant to a separate management agreement and assign, in whole or in part, CITY'S rights, duties and obligations of the CITY under this Agreement with respect to the operation, management and maintenance of the Stadium and related facilities.

7.3.2 **Operating Expenses**. "**Operating Expenses**" is defined as all of the costs and expenses paid or incurred in connection with the ownership, operation, repair, restoration, maintenance and management of the Premises, as determined by generally accepted accounting principles. Except as otherwise set forth herein, "Operating Expenses" include the following costs by way of illustration, but shall not be limited to: Real Property Taxes (as defined in Section 13.1 below); water and sewer charges; insurance premiums; any deductible portion of an insured loss concerning the Site, the Stadium or Premises or any items or matters described in this Section 7.3.2 (except for earthquake deductibles); utilities; refuse disposal; lighting; fire detection systems including monitoring, maintenance and repair; security; janitorial services; reasonable costs incurred in the management of the Stadium, if any, but not the salaries, benefits or overhead of TEAM; maintenance (but not installation) of air-conditioning and heating; supplies, materials, equipment and tools, including maintenance and repair costs and service contracts; costs of licenses, permits and inspections; ordinary maintenance and repair of the Premises, and other items that are stated elsewhere in this Agreement to be "Operating Expenses." No financing costs, administrative costs, vendor enforcement costs, rent taxes, gross receipt taxes (whether assessed against CITY or assessed against TEAM and collected by CITY, or both) or capital expenditures shall be included in Operating Expenses, even if amortized or depreciated over a period of time.

7.3.3 **Utilities**. During the Term, the CITY shall be responsible for the payment of utilities that service the Premises. The costs associated for the provision of utilities is considered as part of the Operating Expenses.

7.3.4 **Personnel**. The CITY shall provide Municipal Services to all Stadium events. Municipal services include police, security personnel, traffic control, fire prevention and protection, emergency medical technicians, street cleaning/trash removal, and other CITY based services ("**Municipal Services**"). CITY will pay for the Municipal Services at TEAM Events and CITY Events unless any such services are provided by and paid for by a third party. CITY will provide any of the Municipal Services at Other Events and may charge for the provision of such services. The CITY is responsible for paying for all event-related staff for CITY Events.

7.3.5 **Parking Operations**. The CITY will operate the parking facilities and shall be responsible for the collection of parking fees (except in some cases the TEAM may sell parking as an "add-on" to a ticket purchase) and traffic direction. The TEAM and CITY will mutually agree upon the parking fee amount for TEAM Events and agree upon the specific lots to be included.

7.3.6 **Concessions**. The CITY shall have the right to manage the Stadium concessions in accordance with the provisions of this Article 7. "**Concessions**" shall mean the serving of food, beverage (including beer, wine and spirits), catering and picnic food packages. A "**Concessions Director**" shall mean the individual responsible for running the operations of the Concessions during the TEAM Events. The CITY will ensure that the concessions operation is managed at the highest levels of quality and customer service consistent with the best of the Professional Development League System. The TEAM will have the right to approve concessions pricing, and menus used during TEAM Events, and have the right to approve the on-site Concessions Director during TEAM Events (such approval not to be unreasonably withheld, conditioned or delayed). The TEAM will have the right to create concessions related promotions and sell group/company picnic packages at TEAM-approved pricing and consistent with the Minor League Baseball industry. The CITY will cooperate on such concessions promotions and packages. The CITY will select a concessionaire to run the stadium concessions for three-year periods throughout the Agreement starting with the first year of the Agreement. The TEAM must approve the selection of the concessionaire before the concessionaire is finalized for each three-year period (such approval not to be unreasonably withheld, conditioned or delayed).

7.4 **Regular Meetings**. The Parties and their respective agents and representatives agree to hold regularly scheduled meetings, at least on a quarterly basis, to review the performance of the concessionaire, terms and the status of the operations of the Stadium.

ARTICLE 8
MAINTENANCE, REPAIRS, IMPROVEMENTS AND ALTERATIONS

8.1 **CITY Responsibilities**. The CITY shall, or cause its Stadium Manager to:

8.1.1 Maintain the Stadium and Premises, including but not limited to, the playing surface, in a neat, sanitary condition and in good state of repair during the Term, so that the Stadium and Premises will be a first class, Professional Development League System facility and ensure the Stadium, playing surface, and affixed facility equipment remains in compliance with the PDL Rules and Regulations; and

8.1.2 Pay for all Operating Expenses, and costs associated with routine maintenance, including janitorial and garbage removal, and repair of the Premises except where such conditions that prompted the need for repairs was caused by the TEAM employees, associates, agents and representatives. The routine maintenance and repair costs shall be considered as part of the Operating Expenses; and

8.1.3 Perform all Capital Repairs or cause the performance of all Capital Repairs necessary to keep and maintain the Premises in a manner reasonably consistent with the industry standard for such facilities and the PDL Rules and Regulations. "**Capital Repairs**" shall mean

any and all repairs, replacements and improvements that are necessary or desirable to maintain the Premises to the condition that existed upon the beginning of the Term.

8.2 **CITY Discretionary Non-TEAM Related Capital Improvements**. CITY shall have the right, in CITY'S sole reasonable discretion and at its sole cost and expense, from time to time to perform and pay for any discretionary capital improvements to the Premises (the "**Discretionary Capital Improvements**"), so long as such Discretionary Capital Improvements (including the timing and performance of alterations to complete the Discretionary Capital Improvements as well as the Discretionary Capital Improvements themselves, once installed) do not materially impact TEAM'S ability to use the Premises or host TEAM Events, and in such case, may make such Discretionary Capital Improvements so long as CITY obtains TEAM'S prior written approval, not to be unreasonably withheld, conditioned, delayed or denied. In requesting such consent, CITY shall provide detailed plans and specifications of the Discretionary Capital Improvements, including a timeline and a budget.

8.3 **Improvements or Alterations by TEAM**. TEAM shall have the right to make reasonable alterations, additions, improvements in, on or about the Premises, at TEAM's sole cost, during the Term up to twenty five thousand dollars ($25,000) per occurence, so long as it does not adversely affect the exterior or interior appearance of the Premises in the reasonable opinion of the CITY or is not a Capital Repair or improvement, with prior consent by the CITY, such consent not to be unreasonably withheld, conditioned or delayed. Except for any work which CITY performs pursuant to this Agreement, as a condition to consenting to such work at the time CITY approves of the same, CITY may require that TEAM remove any or all alterations, additions, improvements installed or made by TEAM at the expiration or sooner termination of the Term, and restore the Premises and the Stadium to their prior condition, at TEAM'S sole cost.

8.3.1 Any alterations, additions, improvements in or about the Premises that TEAM desires to make and which require the consent of CITY shall be presented to CITY in written form, with proposed reasonably detailed plans, and TEAM'S request to either remove or leave installed such work at the expiration or termination of the Term. If CITY gives its consent, the consent shall be deemed conditioned upon TEAM'S obtaining all required permits and approvals from appropriate governmental authorities, furnishing complete copies thereof to CITY prior to the commencement of the work and TEAM'S compliance with all conditions of said permits and approvals and other Applicable Requirements in a prompt and expeditious manner. Any alterations, additions, improvements shall be performed in a workmanlike manner with good and sufficient materials with all applicable permits and completed in a diligent and timely manner. TEAM shall not allow or permit any liens to be filed or recorded against the Site or the Premises. In the event that a lien is filed or recorded against the Site or the Premises, TEAM shall promptly take all actions necessary to have such lien released and removed.

8.3.2 TEAM shall pay, when due, all claims for labor or materials furnished to or for TEAM at or for use in, on or about the Premises, the Stadium and/or the Site, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises, the Stadium and/or the Site, or any interest therein, which were not agreed to be paid for by CITY. TEAM shall give CITY not less than ten (10) days' notice prior to the commencement of any work, and CITY shall have the right to post notices of non-responsibility in or on the Premises as provided by Applicable Requirements

8.4 **TEAM Reimbursement for Repairs**. TEAM shall be responsible for reimbursement to CITY for any maintenance and repair costs to the Stadium, the Premises or any of the systems which result solely and directly from TEAM'S use of the Premises that is beyond normal and customary stadium facility use and operations, including but not limited to, for any damages caused to the Stadium and facilities, the Premises or the Sports Complex property by TEAM employees, associates, and representatives.

8.5 **Labor Code Requirements.**

8.5.1 **Prevailing Wages**. TEAM 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 any work or services 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, TEAM agrees to fully comply with such Prevailing Wage Laws. CITY shall provide TEAM with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. TEAM shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the work or services available to interested parties upon request, and shall post copies at the TEAM'S principal place of business and at the Premises. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the California Labor Code within this Agreement, and TEAM shall therefore comply with such California Labor Code sections to the fullest extent required by law. TEAM shall defend, indemnify and hold the CITY, its officials, officers, employees, agents, and representatives free and harmless from any claim or liability arising out of any failure or alleged failure by TEAM to comply with the Prevailing Wage Laws.

8.5.2 **Registration/DIR Compliance**. If the work or 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 California Labor Code sections 1725.5 and 1771.1, the TEAM and all sublicensees must be registered with the Department of Industrial Relations ("**DIR**"). TEAM shall maintain registration for the duration of the work or services to be completed and require the same of any sublicensees.

8.5.3 **Compliance Monitoring**. The work or services may also be subject to compliance monitoring and enforcement by the DIR. It shall be TEAM'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 TEAM or any sublicensee that affect the performance of work or services, including any delay, shall be TEAM'S sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered TEAM caused delay and shall not be compensable by the CITY. TEAM 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 TEAM.

8.5.4 **Labor Certification**. By its signature hereunder, TEAM 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.

ARTICLE 9
REVENUE

9.1 **Operating Revenue**. Except as otherwise expressly provided in this Agreement, "**Operating Revenue**" shall include all ticket sales revenue, ticket fees, service fees or charges, handling fees, concession revenue, naming/advertising rights revenue, merchandise revenue, sponsorship revenue, or other revenue derived from attendance or ticket sales, concession, merchandise, sponsorship, naming, advertising, parking, for all operations and/or events held in the Stadium (including all TEAM Events, Other Events and CITY Events)**.** The Parties have agreed to the percentage share each Party would receive from the sources of revenue further described in this Agreement. All Operating Revenue collected by CITY or its Stadium Manager will be distributed to the Parties pursuant to the terms herein, and all Operating Revenue collected by TEAM will be distributed to the Parties pursuant to the terms herein.

9.2 **CITY Revenue**.

9.2.1 Except as otherwise expressly provided herein, CITY shall be entitled to receive and retain any revenues generated or collected by CITY or from any sources not provided herein.

9.2.2 The CITY will receive 40% of any parking revenues collected by the TEAM.

9.2.3 TEAM shall pay to CITY One Dollar ($1) for every ticket sold over Two Hundred Twenty Five Thousand (225,000) tickets for its baseball events each year. A “sold” ticket is defined as any sold, traded or comped game ticket.

9.3 **TEAM Revenue**.

9.3.1 The TEAM shall receive all ticket, merchandise, and advertising revenue generated (except as otherwise provided in Articles 9, 10 and 12 herein) during and connected to its games and events. The TEAM will select and manage the ticketing vendor.

9.3.2 The TEAM shall receive 60% of the parking revenue (gross revenue minus the parking tax, which will be retained by the CITY) received from CITY-owned or operated lots within the vicinity of the Stadium on game days starting three (3) hours before game time until the end of the game.

9.3.3 The TEAM shall receive 50% of all gross revenues amount (before sales commissions or other expenses, if any) from in-stadium concessions related sponsorship and pouring/serving rights from the In-Stadium Concessions Related Sponsors referenced in Section 10.3 below to be applied toward mutually agreed upon advertising and hospitality package.

9.3.4 The CITY shall pay the TEAM on a monthly basis an amount equal to thirty five percent (35%) of the total net concessions and catering revenue during baseball games and TEAM Events, and ten percent (10%) of the total net concession and catering revenue for any CITY Events (CITY-sponsored non-baseball events) taking place during the Baseball Season. Net concessions and catering revenue is defined as total concessions revenue minus applicable state and local sales tax.

ARTICLE 10
STADIUM SIGNAGE, ADVERTISING AND SPONSORSHIPS

10.1 **CITY and TEAM Collaboration**. The CITY and TEAM shall collaborate on the sale and marketing of CITY-led sponsorships and advertising. A regular meeting of CITY and TEAM representatives shall occur no less than once per quarter to coordinate and leverage the CITY'S and TEAM'S effort.

10.2 **CITY Advertising Time**. The CITY shall have twenty-five percent (25%) of advertising time on the stadium electric signs (i.e., scoreboard, ribbons) which will run intermittently between the time the gates open until fifteen (15) minutes before the scheduled start of the game.

10.3 **In-Stadium Concessions Related Sponsors**. Subject to the PDL Rules and Regulations, the CITY, or its assignee, will have the right to sell non-exclusive pouring or serving rights agreements to In-Stadium Concessions Related Sponsors. "**In-Stadium Concessions Related Sponsors**" is defined as any company whose product will be sold in the Stadium as a part of the food and beverage menu. Examples would be beer, soda or hot dog companies. If an In-Stadium Concessions Related Sponsor purchases a neighborhood/concourse sponsorship, that will count as one of the CITY'S four (4) neighborhood/concourse sponsorships and be subject to the same stipulations.

10.4 **Revenue from Signage**. Except for as detailed in Section 10.2 above, the TEAM controls the rights to sell and receive all revenue from all other signage as well as digital and stadium advertising inventory.

10.4.1 **Stadium Title Sponsorship**. The CITY shall have the right to sell the Stadium title sponsorship, subject to the approval of the TEAM (such approval not to be unreasonably withheld, conditioned or delayed), the applicable PDL Rules and Regulations and the receipt of all necessary PDL Approvals. Any title sponsorship agreement shall be for a term of no less than ten (10) years. The CITY, or its assigned agent, and TEAM will coordinate on these efforts. In exchange for foregoing any revenue directly from the title sponsorship agreement, the CITY will pay the TEAM two hundred thousand dollars ($200,000) per year for the first ten (10) years of this agreement. In subsequent years, this amount paid to the TEAM will increase to two hundred and twenty five thousand dollars ($225,000) per year. If the sponsor wishes to have access to additional TEAM advertising inventory or hospitality items, those items may be purchased from the TEAM at an additional cost to the sponsor. The CITY will facilitate coordination between the TEAM and sponsors related to this additional TEAM inventory.

10.4.2 **Neighborhood/Concourse Sponsorships**. The CITY shall have the right

to set up four (4) neighborhood/concourse sponsorships at locations that are mutually agreed upon between the TEAM and CITY. Sponsors shall be non-exclusive, and subject to the approval of the TEAM (such approval not to be unreasonably withheld conditioned or delayed) and the receipt of all necessary PDL Approvals. The TEAM will receive 50% of the gross neighborhood/concourse sponsorship amount (before sales commissions or other expenses, if any) for the TEAM to use the sponsored neighborhood names in its communications and game operations. If the sponsor wishes to have additional TEAM advertising inventory or hospitality items, those items may be purchased from the TEAM at an additional cost to the sponsor. The CITY will facilitate coordination between the TEAM and sponsors related to this additional TEAM inventory.

10.5 **Off-Premises Advertising**. TEAM and Stadium name shall be featured with permanent signage on the CITY'S existing sport complex digital sign on the 60 freeway. TEAM shall receive reader board inventory to promote its events. The amount of inventory is to be determined by and between the Parties.

ARTICLE 11
ASSIGNMENT AND SUBLETTING

11.1 **Assignment by CITY**. CITY may assign any or all of its rights, duties and obligations under this Agreement to a third party of its selection in respects to the operations, management and maintenance, repairs, improvements and alternations of the Stadium, provided such assignment resulting in an operating and management agreement with a third party is subject to the terms of this Agreement. CITY agrees to seek input from TEAM in its selection process for a third party to operate and manage the Stadium as the Stadium Manager; however, the final selection of the Stadium Manager is in the CITY'S sole discretion. CITY will provide notice to TEAM when such assignment has been made by CITY. Notwithstanding the foregoing, (i) the selection of an on-site Concessions Director during TEAM Events is subject to the terms in Section 7.3.6; and (ii) no such assignment by CITY shall relieve CITY from its obligations to TEAM under this Agreement.

11.2 **CITY'S Consent Required**. Subject to the provisions of Section 11.3 (which provisions shall supersede this Section 11.2), TEAM shall not voluntarily or by operation of law assign or otherwise transfer (collectively "assign") or sublet all or any part of TEAM'S interest in this Agreement or in the Premises, or permit the use of the Premises by any party other than TEAM, without CITY'S prior written consent, which will not be unreasonably conditioned, withheld or delayed and the prior receipt of all necessary PDL Approvals. TEAM shall not mortgage or encumber the Site, this Agreement or TEAM'S interest in the Premises, nor ever have any right hereunder to do so. Each request for consent to an assignment or sublicense shall be in writing, accompanied by information relevant to CITY'S determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublicensee, including but not limited to the intended use and any required modification of the Premises. TEAM agrees to provide CITY with such additional or different information and documents as CITY may reasonably request. CITY shall respond to TEAM'S request for consent to an assignment or sublicense within fifteen (15) days after CITY receives all of the information and documents TEAM is required to provide. Any attempted assignment or subletting in violation of this Section 11.2 without CITY'S prior written consent shall be void, and shall constitute a default of this

Agreement without the need for notice to TEAM under Section 18.1 hereof.

11.3 **Assignment to TEAM'S Successor**. Subject to the prior receipt of all necessary PDL Approvals, the TEAM may assign their interest in this Agreement to a Successor without the consent of the CITY. For purposes of this Agreement, a "**Successor**" is an organization or other entity that (i) is affiliated with the TEAM, (ii) will assume the operations of the Ontario PDL License Agreement in the Stadium in connection with the transfer of the Ontario PDL License Agreement, and/or (iii) is a PDL Club. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns. TEAM shall deliver an assignment and assumption agreement entered into between TEAM and Successor which contains terms that the Successor assumes all the obligations, terms and conditions of this Agreement. If TEAM assigns this Agreement to a Successor, upon the assumption by such Successor of all obligations of TEAM under this Agreement, TEAM shall be released from all obligations under this Agreement as of the effective date of such assignment and assumption agreement.

ARTICLE 12
OWNERSHIP RIGHTS OF LAND, STADIUM AND FIXTURES

12.1 **Site**. The CITY is the sole owner of the Site and retains all rights pertaining to ownership of a fee interest in real property. CITY to consult with TEAM regarding commercial (retail, restaurant, multi-family housing and other development) at or adjacent to the ballpark site, provided, however, CITY shall retain full discretion with respect to any such proposed development.

12.2 **Right To Operate Separate Facility(ies)**. CITY reserves to itself, or to its affiliates, the right to operate the Stadium, or any other new or existing facility(ies), that would accommodate concerts, family shows, sporting events, theater or other community entertainment events. Further, nothing in this Agreement shall prevent CITY from opening or operating entertainment or sports facilities, movie theaters, or other development activities within the City of Ontario. In other words, in no way does this Agreement grant TEAM an exclusive right to entertainment or sports facilities within the City of Ontario.

12.3 **Premises**. The CITY shall be the sole owner and landlord of the Premises, Stadium, and all improvements made thereon, including but not limited to the FF&Es affixed to the Site by CITY or left on or at the Premises by TEAM after the Expiration Date or earlier termination of the Agreement, Stadium and any building on the Premises.

ARTICLE 13
TAXES AND ASSESSMENTS

13.1 **Real Property Taxes/Assessments/Possessory Interest Taxes**. The CITY may be responsible for the payment of any ad valorem property taxes or special assessments, if such taxes are assessed against the fee interest in the Site. TEAM hereby recognizes and understands that this Agreement may create a possessory interest subject to property taxation under California Revenue and Tax Code Section 107.6, and that TEAM may be subject to the payment of property taxes levied on such interest. Any such imposition of a possessory interest tax shall be a tax

liability of TEAM solely, and shall be paid for by TEAM; and any such tax payment shall not reduce any Fees due to CITY. TEAM shall also pay all interest and penalties any government entity assesses for late payment of any possessory interest taxes that this Agreement requires TEAM to pay. TEAM is responsible for the timely payment of any possessory interest taxes that may be assessed against the TEAM's interest under this Agreement.

13.2 **Other Taxes**. TEAM shall pay all other required taxes and fees, other than concessions, related to the operation of the TEAM'S games and events at the Stadium.

13.3 **Parking Tax**. The CITY'S Parking Tax shall be collected and remitted to the CITY, regardless of whether the TEAM (as an add-on to the ticket) or the CITY (at public parking facilities) collect parking fees.

ARTICLE 14
SURRENDER OF PREMISES

14.1 **Surrender of Premises**. TEAM shall, on or before the Expiration Date, or upon the earlier termination of this Agreement, peaceably and quietly leave, surrender and yield up to CITY in good and operable condition, reasonable wear and tear excepted, (i) the Premises, free of sublicensees and in a clean condition and free of debris, (ii) the FF&E installed, affixed, attached or supplied by CITY pursuant to this Agreement or any FF&E paid for by CITY or paid for out of the any funds on behalf of CITY and all replacements of and substitutions therefor, (iii) all remaining spare parts on hand for the Premises, (iv) all keys for the Premises, and (v) any other items or property which are necessary to operate as a baseball facility which is not specifically and previously owned and brought on the Premises by TEAM excluding such items of property as TEAM is entitled to remove pursuant to Section 4.7. Upon such expiration or termination of this Agreement, and provided that the same are assignable, TEAM shall assign to CITY all of its right, title and interest in and any service contracts, and equipment leases, subject to TEAM'S rights with respect to any claims pending thereunder.

14.2 **Removal of Personalty**.

14.2.1 **TEAM'S Obligations to Remove**. All trade fixtures, appliances, furniture, equipment (including exercise and field maintenance equipment), furnishings, and other personal Property purchased by the TEAM that is not part of the Premises (as provided in Section 4.7) shall be removed by TEAM within thirty (30) days after the Expiration Date or earlier termination of this Agreement, provided that TEAM shall promptly repair any damage to the Premises caused by such removal.

14.2.2 **CITY'S Right to Remove**. Any trade fixtures, furniture, equipment or other personal property of TEAM which remains in the Premises beyond thirty (30) days after the Expiration Date or earlier termination of this Agreement may, at the option of CITY, be deemed to have been abandoned by TEAM and either may be retained by CITY as its property or be disposed of, without accountability, in such a manner as CITY may determine necessary, desirable or appropriate, and TEAM, upon demand, shall pay the cost of such disposal, together with interest thereon at the interest rate provided in Section 6.4 herein from the date such costs were incurred until reimbursed by TEAM, together with reasonable attorney's fees, charges and costs.

14.3 **Holding Over**. In the case of any holding over by TEAM after the Expiration Date or earlier termination of this Agreement without the consent of CITY, TEAM shall pay CITY Fees at one hundred fifty percent (150%) of the Base License Fee amount. Further, in the event TEAM shall hold over beyond any date for surrender of the Premises set forth in CITY'S written demand for possession therefor, TEAM shall reimburse CITY for all actual expenses and losses incurred by CITY by reason of CITY'S inability to deliver use of the Premises to a successor licensee, together with interest on such expenses at the interest rate provided in Section 6.4 herein from the date such expenses are incurred until reimbursed by TEAM, together with CITY'S reasonable attorneys' fees, charges and costs. The acceptance of Fees under this Section 14.3 by CITY shall not constitute an extension of the term of this Agreement or afford TEAM any right to use of the Premises beyond any date through which such Fees has been paid by TEAM and accepted by CITY. Such Fees shall be due to CITY for the period of such holding over, whether or not CITY is seeking to evict TEAM and, unless CITY otherwise then agrees in writing, such holding over shall be, and shall be deemed construed to be, without the consent of CITY, whether or not CITY accepted any sum due pursuant to this Section 14.3.

14.4 **Survival**. The provisions contained in this Article 14 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 15
INSURANCE AND INDEMNIFICATION

15.1 **Insurance - TEAM**. During the Term, and without limiting or diminishing the TEAM'S obligation to indemnify the CITY or hold the CITY harmless as provided elsewhere in this Agreement, TEAM, at its own expense, shall procure and maintain in full force and effect the following policies of insurance during the Term of this Agreement including any Options periods, against claims for injuries to persons or damages to property which may arise from or in connection with the Agreement of the Stadium and the Premises and the activities of the TEAM, the Club, its guests, agents, representatives, employees or subcontractors. In respect to any of the insurance requirements imposed upon the TEAM herein, the CITY herein refers to the City of Ontario, its agencies and departments, directors, officers, City Council, employees, elected or appointed officials, volunteers, agents or representatives.

15.1.1 **Commercial General Liability ("CGL") Insurance**. A policy of commercial general liability insurance insuring against all claims, demands, actions or liability for injury to or death of any persons, and for damage to property arising from or related to the use or occupancy of the Premises or the operation of TEAM'S business and the business operated by TEAM [and sublicensees and concessionaires of TEAM] in the Premises. Coverage shall be at least as broad as Insurance Services Form CG 00 01, including coverage for property damage, bodily injury, personal injury, advertising injury, premises/operations, contractual liability (including TEAM'S indemnity under this Agreement), independent contractors, product/completed operations, and, if applicable, liquor liability insurance. The insurance shall be written on an occurrence basis with coverage not less than $2,000,000.00 per occurrence and at least $5,000,000.00 general aggregate limit. These limits may be evidenced by any combination of primary and excess policies. Defense costs shall be paid in addition to the limits. If the use of the Premises includes athletic activities, TEAM shall provide evidence of that the CGL includes coverage for injuries to athletic participants. If the TEAM maintains broader coverage and/or

higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or higher limits maintained by the TEAM. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY. 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. No deductible in excess of $10,000.00 will be carried under this coverage without the prior written consent of the CITY.

15.1.2 **Property Insurance**. TEAM shall obtain and keep in force during the term of this Agreement a policy or policies of insurance for the benefit of the TEAM for its interest in this Agreement covering loss or damage to the TEAM'S personal property, fixtures, equipment, and any other improvements made on the Premises by TEAM for which it is responsible at the full replacement cost thereof, with no coinsurance penalty provision, and providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, flood and earthquake, special extended perils ("all risk," as such term is used in the insurance industry). During the period of early access and construction of the Stadium, CITY shall provide, or cause for it to be provided, property insurance covering course of construction insurance for the Stadium until Substantial Completion.

15.1.3 **Automobile Liability**. Automobile Liability Insurance covering owned, leased, hired and non-owned vehicles used by the TEAM with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the equivalent, covering bodily injury and third party property damage in an amount not less than $2,000,000 per occurrence combined single limit.

15.1.4 **Workers' Compensation**. If TEAM has employees as defined by the State of California, TEAM shall also maintain Worker's Compensation Insurance as required by the applicable laws and Employer's Liability Insurance in an amount of at least $1,000,000 per person per accident.

15.1.5 **Waiver of Subrogation**. All required insurance coverages shall allow for a waiver of subrogation in favor of the CITY, its officials, officers, employees, agents, representatives and volunteers or shall specifically allow TEAM or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. TEAM hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its sublicensees.

15.1.6 **Deductibles and Self-Insured Retentions**. Any deductible in excess of $10,000 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 in excess of $10,000 or self-insured retention.

15.1.7 **Enforcement of License Provisions (non estoppel)**. TEAM acknowledges and agrees that actual or alleged failure on the part of the CITY to inform TEAM of non-compliance with any requirement imposes no additional obligation on the CITY nor does

it waive any rights hereunder.

15.1.8 **Requirements Not Limiting**. Requirement of specific coverage or minimum limits contained in Section 15.1 are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. If the TEAM maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or higher limits maintained by the TEAM. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY. Periodically during the Term, but no more often than annually, the Parties may meet and confer to discuss whether higher policy limits should be implemented with respect to each Party's respective insurance obligations under this Agreement.

15.1.9 **Additional Insurance Provisions**. All liability insurance policies shall name the CITY as described in Section 15.1 above and any person, firms or corporations designated by CITY as Additional Insureds with respect to liability arising out of the license granted under this Agreement and in connection with the operations of TEAM. No additional insured shall be liable for any payment for premiums. All Additional Insureds shall be entitled to recovery for any loss occasioned to them, their representatives, agents or employees by reason of negligence of TEAM, its officers, agents or employees. All policies will not be canceled without the TEAM first giving CITY thirty (30) days' prior written notice. All insurance shall be issued by an insurance company qualified to do business in the State of California and having an overall rating of A-:VIII or better and a financial rating of Class V as rated in the most current available Best's Key Rating Guide. Certificates of insurance required hereunder shall be delivered to CITY as a condition to TEAM'S entry onto the Premises. All liability insurance policies shall be written as primary policies, not contributing with and not in excess of coverage which CITY may carry under this Agreement.

15.2 **Liability Insurance–CITY**.

15.2.1 **Commercial General Liability (CGL) Insurance**. CITY shall obtain and keep in force, or cause its Stadium Manager to procure and maintain, during the Term of this Agreement, a policy of Commercial General Liability insurance insuring CITY and Stadium Manager against all claims, demands, actions or liability for injury to or death of any persons, and for damage to property arising from or related to CITY'S ownership of the Premises, the CITY and Stadium Manager's use, occupancy or maintenance of the Premises and naming TEAM as an additional insured. Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an "occurrence" basis, including coverage for property damage, bodily injury, personal & advertising injury, premises/operations, contractual liability (including CITY'S indemnity under this Agreement), independent contractors, personal injury, product/completed operations, owned and non-owned automobiles, and, if applicable, liquor liability insurance. The insurance shall be written on an occurrence basis with coverage in a minimum amount of $2,000,000.00 per occurrence and at least $5,000,000.00 general aggregate limit. Defense costs shall be paid in addition to the limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY. 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. No deductible in excess of $10,000.00 will be carried under this coverage without the prior written consent of the TEAM.

15.2.2 **Property Insurance**. CITY shall obtain and keep in force, or cause its Stadium Manager to obtain and keep in force, a policy or policies of insurance covering loss or damage to the Stadium, with loss payable to CITY and to any lenders having a lien on the Site or any part of it, in the amount of 100% of the replacement value thereof, against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, flood, sprinkler leakage and other perils normally covered in an "all risk" policy, as such term is used in the insurance industry; provided, however, that CITY or Stadium Manager shall have no obligation to insure against earthquakes.

15.2.3 **Additional Insurance**. In addition, CITY shall obtain and keep in force during the term of this Agreement, a policy of rental value insurance covering the loss of the full rent and other charges payable by all licensees of the Site to CITY for a period of one year, in the name of CITY with loss payable to CITY.

15.3 **Indemnification**.

15.3.1 **Indemnification - TEAM**. TEAM shall indemnify, protect, defend and hold harmless CITY, CITY'S agents, its agencies and departments, directors, officers, City Council, employees, elected or appointed officials, volunteers, agents or representatives (each a "**CITY'S Party**," collectively "**CITY Parties**"), from and against any and all claims, and/or damages, losses, costs, liens, judgments, penalties, loss of permits, reasonable attorneys' and consultants' fees, expenses and/or liabilities (collectively "Claims") arising out of, involving, or in connection with: (i) TEAM'S use or occupancy of the Premises and the Stadium; (ii) the conduct of TEAM'S business operations at the Premises; (iii) any act, omission, fault or neglect of TEAM, its agents, employees, representatives, contractors, customers, sublicensees, licensees, invitees or other visitors; and (iv) any default or breach by TEAM in the performance in a timely manner of any obligation on TEAM'S part to be performed under this Agreement including, without limitation, TEAM'S violation of or failure to comply with Applicable Requirements; excepting only to the extent such Claims are caused by CITY'S use of the Premises or Stadium, any CITY Event, CITY'S breach of this Agreement, or the negligent or willful acts or omissions of CITY, its agents, employees, representatives, contractors, customers, licensees, invitees or other visitors.

15.3.2 **Indemnification - CITY**. CITY shall indemnify, protect, defend and hold harmless TEAM, each MLB PDL Entity, and their respective agents, employees, affiliates, and the respective members, managers, officers, directors, owners, partners, trustees, agents and employees of each of these parties (each a "**TEAM Party**," collectively "**TEAM Parties**"), from and against any and all Claims arising out of, involving, or in connection with (i) CITY'S use of the Premises and the Stadium; (ii) the conduct of any CITY Event at the Premises; (iii) any act, omission, fault or neglect of CITY, its agents, employees, representatives, contractors, or licensees; and (iv) any default or breach by CITY in the performance in a timely manner of any obligation on CITY'S part to be performed under this Agreement; excepting only to the extent such Claims are caused by TEAM'S use or occupancy of the Premises or the Stadium, any TEAM Event, TEAM'S breach of this Agreement or the negligent or willful acts or omissions of TEAM, its agents, employees, representatives, contractors, customers, sublicensees, licensees, invitees or

other visitors.

15.3.3 **Defense**. The foregoing indemnities shall include, but not be limited to, the defense or pursuit of any claim or any action or proceeding involved therein, and whether or not litigated and/or reduced to judgment. In case any action or proceeding is brought against an indemnified party by reason of any of the foregoing matters, the applicable party upon notice from the indemnified party shall defend the same at its expense by counsel reasonably satisfactory to the indemnified party. The indemnified party need not have first paid any such claim in order to be so indemnified. The obligations under Section 15.3 shall survive the expiration or termination of this Agreement.

15.4 **Indemnification Obligations Not limiting**. The indemnity obligations under Section 15.3 are not intended to, and shall not, (i) restrict or modify any party's insurance and other obligations under this Agreement, or (ii) be restricted, limited or modified by compliance with such insurance and other obligations under this Agreement.

15.5 **Exculpation**. Except as otherwise expressly provided herein, including the Parties' mutual indemnity obligations in Section 15.4 above, each Party agrees that in no event shall the other Party ever be responsible or liable to such Party on any theory for any injury to such Party's business, loss of profits or rents, loss of income or any other form of consequential damage in any claim arising out of this Agreement. The clauses of this Section 15.5 shall survive the expiration or earlier termination of this Agreement until all claims within the scope of this Section 15.5 are fully, finally and absolutely barred by applicable statutes of limitations. Each party acknowledges that this Section 15.5 was negotiated with the other party, that the consideration for it is fair and adequate, and that such party had a fair opportunity to negotiate, accept, reject, modify or alter it.

ARTICLE 16
DAMAGE OR DESTRUCTION

16.1 **Partial Damage or Destruction**. In the event that the Stadium or Premises is partially damaged or destroyed by fire or other casualty and can be repaired or restored to sufficient condition in a time period so that it does not render the Stadium facilities unusable or unfit for its intended purpose (i.e. home games can be played in the Stadium with fans in attendance in approximately the same number and degree of comfort as existed prior to the casualty event), the Agreement remains in full force and effect. The CITY shall rebuild or repair the Stadium or Premises damaged or destroyed (except for TEAM fixtures and other TEAM improvements) as soon as reasonably possible, with the right to use any insurance proceeds covering such loss events.

16.2 **Total Destruction**. In the event that the Stadium is substantially or totally destroyed by fire or other casualty, and after consulting with the TEAM, the CITY may elect whether to rebuild or restore the Stadium or to terminate the Agreement by giving written notice thereof to the TEAM. If the CITY elects to terminate, the Agreement is terminated and shall have no further force and effect except as otherwise provided herein this Agreement. If the CITY elects to repair and restore the Stadium, then the TEAM shall have a period of thirty (30) days after notice of the CITY'S decision (which CITY'S notice shall include reasonable detail regarding the anticipated construction plans, scope of work, contractors and timing for completion), which decision must be delivered to TEAM in writing within thirty (30) days of the casualty event, in

which TEAM may terminate this Agreement. If the TEAM does not so terminate, the CITY shall proceed to repair and restore the Stadium diligently to its condition existing immediately prior to the casualty or in a condition agreed upon in writing by the Parties.

16.3 **Interim Facilities**. During any period that the Premises are partially or totally unsuitable for use by the TEAM (as determined by the TEAM in its reasonable discretion), the CITY shall not be liable for interim facilities or replacement facilities, and the TEAM shall, at its option, be relieved of its obligations under this Agreement when the Premises is not usable for the purposes intended by this Agreement for all or any part of the Baseball Season by reason of such damage or destruction. Notwithstanding anything contained herein, in the event that the Premises, or any part thereof, is damaged or destroyed to an extent that the TEAM, in its reasonable discretion, determines that the Premises is unsuitable for use by the TEAM during any regular season game, postseason game, or scheduled non-game day event, then the TEAM shall have the right to conduct all or a portion of the TEAM'S games or non-game day events at any other facility in any other location, whereby the TEAM shall be relieved of its obligations under this Agreement during the time frame the Stadium is unusable and, if possible or desired, continue to utilize such portion of the Premises that remains suitable for use by the TEAM.

ARTICLE 17
CONDEMNATION

17.1 **Total Condemnation**. In the event all of the Stadium is taken from the CITY pursuant to any right of eminent domain exercised by a governmental agency superior to the CITY or pursuant to any other superior governmental order, then at the election of the TEAM this Agreement may be terminated and payment due from the TEAM hereunder shall cease as of the date title to the Stadium is vested in such governmental entity. For purposes of this Agreement, a "**Superior Governmental Agency**" means a county of the State of California, the State of California or a federal agency of the United States of America.

17.2 **Partial Condemnation**. If any portion of the Premises is taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "**Condemnation**"), this Agreement shall terminate as to the part of the Premises taken as of the date the condemning Superior Governmental Agency who takes title or possession, whichever first occurs of said portion of the Premises. If such portions of the Stadium or the Premises is taken by Condemnation so as to cause the Premises to be noncompliant with PDL Rules and Regulations, TEAM may, at TEAM'S option, to be exercised in writing only within ten (10) days after CITY shall have given TEAM written notice of such taking (or, in the absence of such notice, within 10 days after the condemning authority shall have taken title or possession, whichever first occurs) terminate this Agreement as of the date the condemning Superior Governmental Agency takes such title or possession. If TEAM does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the Base License Fee shall be reduced in the proportion that the floor area of the Premises taken bears to the total floor area of the Premises. No reduction of rent shall occur if the condemnation does not include any portion of the Stadium provided that the Premises is otherwise compliant with PDL Rules and Regulations. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of CITY, whether such award shall be made as

compensation for diminution in value of the interest or for the value of the part taken, or for severance damages; provided, however, that TEAM shall be entitled to any compensation separately awarded to TEAM for loss of or damage to TEAM'S FF&E collateral, other personal property brought on Premises by TEAM, and/or TEAM'S relocation expenses. If this Agreement is not terminated by reason of such Condemnation, CITY shall repair any damage to the Premises caused by such condemnation, except to the extent that TEAM has been reimbursed therefor by the condemning authority.

17.3 **Notice of Condemnation**. In the event CITY or TEAM shall receive notice of any proposed or pending Condemnation action affecting the Premises, the party receiving such notice shall promptly notify the other Party hereto.

17.4 **Survival**. The provisions contained in this Article 17 shall survive the expiration or earlier termination of this Agreement, but only insofar as such provisions relate to any Condemnation actions or any Condemnation awards that arose prior to the expiration or earlier termination of this Agreement.

ARTICLE 18
DEFAULTS AND REMEDIES

18.1 **Default by TEAM**. The occurrence of any one or more of the following events ("**Events of Default**") shall constitute a default of this Agreement by TEAM:

18.1.1 The vacating or abandonment of the Premises by TEAM.

18.1.2 The failure by TEAM to make any payment of rent or any other payment required to be made by TEAM hereunder, as and when due, where such failure continues for a period of 10 days after written notice thereof from CITY to TEAM. In the event that CITY serves TEAM with a notice to pay rent or quit pursuant to applicable unlawful detainer statutes, such notice to pay rent or quit shall also constitute the notice required by this Section 18.1.

18.1.3 TEAM, whether by action or inaction, fails to observe or timely perform any of the terms, covenants, conditions or provisions of this Agreement to be observed or performed by TEAM, where such failure continues for a period of 30 days after written notice thereof from CITY to TEAM; provided, however, that if the nature of TEAM'S noncompliance is such that more than 30 days is reasonably required for its cure, then TEAM shall not be deemed to be in default if TEAM commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion. To the extent permitted by law, such 30 day notice shall constitute the sole and exclusive notice required to be given to TEAM under applicable unlawful detainer statutes.

18.1.4 (i) The making by TEAM of any general arrangement or general assignment for the benefit of creditors; (ii) TEAM'S becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against TEAM, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of TEAM'S assets located at the Premises or of TEAM'S interest in this Agreement, where use is not restored to TEAM within 60 days; or (iv) the attachment, execution or other judicial seizure of substantially all of TEAM'S assets located at the Premises or of TEAM'S interest in this

Agreement, where such seizure is not discharged within 60 days. In the event that any provision of this Section 13.1(d) is contrary to any Applicable Requirements, such provision shall be of no force or effect, and shall not affect the validity of the remaining provisions hereof.

18.1.5 The Ontario PDL License Agreement is terminated due to TEAM'S failure to comply with PDL Rules and Regulations, or an Event of Default (as defined therein)under the Ontario PDL License Agreement has occurred.

18.1.6 The relocation of the Club by TEAM or a violation of the No Relocation Requirement.

18.2 **CITY Remedies**. Upon an Event of Default by TEAM under Section 18.1 and after expiration of the applicable cure period and subject to Section 23.17, CITY shall have the right to terminate this Agreement at any time prior to TEAM'S cure of such Event of Default by written notice to TEAM, in which event CITY may also bring an action to recover from TEAM:

18.2.1 The worth at the time of award of any unpaid Fees that had been earned at the time of termination of this Agreement;

18.2.2 Damages in an amount equal to Fees and other sums that would have been owing by TEAM under this Agreement for the balance of the Term plus all of CITY'S relicensing expenses, less the net proceeds, if any, of any relicensing of the Premises by CITY subsequent to the termination;

18.2.3 Any other amount reasonably necessary to compensate CITY for all detriment caused by TEAM'S failure to pay Fees under this Agreement.

18.2.4 Upon an Event of Default under Section 18.1 above, CITY may elect to continue this Agreement in full force and effect for so long as CITY does not terminate TEAM'S right to use the Premises as provided in this Section 18.2, and CITY may enforce all its rights and remedies under this Agreement, including the right to recover Fees as it becomes due under this Agreement. In such event, CITY may exercise all of the rights and remedies of a landlord under California Civil Code Section 1951.4, or any successor statute. Acts of maintenance or preservation or efforts to re-license the Premises or the appointment of a receiver upon initiative of CITY to protect CITY'S interest under this Agreement shall not constitute a termination of TEAM'S right to use the Premise.

18.3 **Default by CITY**. On and after the date that the TEAM commences use of the Premises, the occurrence of the CITY'S failure to observe or perform any material terms, conditions, or provisions of this Agreement to be observed or performed by CITY under this Agreement within thirty (30) days after receipt of notice of default from TEAM (provided, that if the cure of such CITY Default reasonably requires more than thirty (30) days to complete, then CITY is not in default if CITY promptly commences the cure of such CITY Default and diligently pursues such cure to completion). TEAM'S notice must give in reasonable detail the nature and extent of the failure and identify the Agreement provisions containing CITY'S obligations. If CITY defaults and fails to cure the same within the time provided, TEAM shall have all rights to which TEAM is entitled at law for damages and/or for specific performance as described in Section 18.4.

18.4 **TEAM Remedies**. In the event that CITY fails to perform and observe the same, that shall entitle TEAM, at TEAM'S sole option, to terminate the Agreement if after a thirty (30) day written notice to CITY, calling attention to such default, CITY fails to correct the same or commence to correct the same and prosecute such correction to completion, and in such event TEAM shall have the right to exercise any and all legal remedies available to TEAM, including the right to specific performance and injunctive relief. The remedies described in this Section 18.4 do not apply if the event of default by CITY falls under the terms described in Section 18.5.

18.5 **CITY Failure to Deliver Stadium**. The Parties agree that if CITY fails to deliver the Stadium by the times described herein this Section 18.5, it will be impracticable or extremely difficult to determine the damages suffered by the TEAM. It is therefore agreed that in the event CITY fails to deliver the Stadium as required by the Agreement, (i) by the Outside License Commencement Date, CITY shall pay TEAM liquidated damages in the amount of Twenty Thousand Dollars ($20,000) per day for each day past the License Commencement Date that the Stadium is delayed, up to a maximum of Two and a Half Million Dollars ($2,500,000) for the 2026 season; and (ii) by March 1, 2027, CITY shall pay additional liquidated damages in the sum of $10 million and the TEAM shall have the election to terminate the Agreement (collectively, the "**Stadium Liquidated Damages**"). Each Party acknowledges the Stadium Liquidated Damages amount is not a penalty and is a reasonable estimation of the actual damages TEAM would suffer upon the CITY'S inability to deliver the Stadium by the Outside License Commencement Date or March 1, 2027, as the case may be, based upon the inherent uncertainty and difficulty in calculating and quantifying damages caused by the CITY'S failure.

18.6 **TEAM'S Failure to Occupy and Use the Stadium in Compliance with the Agreement**. From and after the License Commencement Date, if TEAM fails to occupy and use the Stadium in compliance with the Agreement, CITY shall have the remedies set forth in the Agreement for non-compliance and as described in Section 18.2 herein.

18.7 **Non-Relocation Requirement**. Except as set forth in Section 5.3.1, TEAM shall not relocate the Club during the Term. If the TEAM relocates in breach of the Non-Relocation Requirement, the Base Rent for the remaining Term shall be immediately due and payable by TEAM to CITY.

18.8 **Survival**. The provisions of this Article 18 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 19
DISPUTE RESOLUTION

19.1 **Resolution by Mutual Agreement**. In the event any dispute, controversy or claim between or among the Parties arises under this Agreement or is connected with or related in any way to this Agreement or any right, duty or obligation arising here from or the relationship of the Parties hereunder (a "**Dispute or Controversy**"), including, but not limited to, a Dispute or Controversy relating to the effectiveness, validity, interpretation, implementation, termination, cancellation or enforcement of this Agreement, the Parties shall first attempt in good faith to settle and resolve such Dispute or Controversy by mutual agreement in accordance with the terms of this Section 19. In the event a Dispute or Controversy arises, either Party shall have the right to notify the other that it has elected to implement the procedures set forth in this Article 19. Within fifteen

(15) days after delivery of any such notice by one Party to the other regarding a Dispute or Controversy, the CITY Representative and TEAM Representative shall meet at a mutually agreed time and place to attempt, with diligence and good faith, to resolve and settle such Dispute or Controversy. Should a mutual resolution and settlement not be obtained at the meeting of the CITY Representative and TEAM Representative for such purpose or should no such meeting take place within such fifteen (15) day period, then either Party may by notice to the other Party submit the Dispute or Controversy to confidential non-binding mediation in accordance with the terms of this Article 19 without regard to the justiciable character or executory nature of such Dispute or Controversy.

19.2 **Non-Binding Mediation**. The Parties agree to cooperate in good faith with respect to their respective rights and obligations under this Agreement and further agree that if they cannot resolve any dispute or claim between themselves, after attempting to resolve a Dispute or Controversy utilizing the procedures in Section 19.1 above and before resorting to judicial remedy, they will in good faith attempt to resolve any such dispute or claim through non-binding mediation. All expenses of the mediation shall be borne by the parties equally; however, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. If either party commences litigation without first attempting to settle the Dispute or Controversy through good faith mediation, such party shall not be entitled to reasonable attorneys' fees and costs in connection with this Agreement, even where it may be so entitled by law or contract as the prevailing party. In the event that the Parties are still unable to resolve the Dispute or Controversy, then the Parties may pursue all remedies available to the Party at law or in equity (except in the instance where Stadium Liquidated Damages apply as further described in Section 18.5).

ARTICLE 20
REPRESENTATIONS AND WARRANTIES

20.1 **Power and Authority**. Each individual executing and delivering this Agreement on behalf of a Party hereto hereby represents to the other Party hereto that such individual has all requisite power and authority to execute and deliver the same and to bind such Party hereunder.

20.2 **CITY'S Representations**. As an inducement to TEAM to enter into this Agreement, CITY hereby represents and warrants to TEAM that CITY is a duly created and in good standing a California municipal corporation and general law city with all the necessary power and authority to carry on its present operations, to enter into this Agreement and to consummate the transactions herein contemplated.

20.3 **TEAM'S Representations**. As an inducement to CITY to enter into this Agreement, TEAM hereby represents and warrants to CITY, as follows:

20.3.1 TEAM is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Washington, with all necessary corporate power and authority to carry on its present business, to enter into this Agreement and to consummate the transactions herein contemplated.

20.3.2 Neither the execution and delivery of this Agreement by TEAM nor the

performance by TEAM of its obligations hereunder will (i) violate any statute, regulation, rule, judgment, order, decree, stipulation, injunction, charge, or other restriction of any Governmental Authority, or court to which TEAM is subject or any provision of the charter or bylaws of TEAM, or (ii) result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any contract, lease, sublease, license, sublicense, franchise, permit, indenture, agreement or mortgage for borrowed money, instrument of indebtedness, security interest, or other agreement to which TEAM is a party or by which TEAM or its assets are bound.

20.3.3 All proceedings required to be taken by or on behalf of TEAM to authorize TEAM to execute and deliver this Agreement and to perform the covenants, obligations and agreements of TEAM hereunder have been duly taken. No consent to the execution and delivery of this Agreement by TEAM or the performance by TEAM of its covenants, obligations, and agreements hereunder is required from any partner, board of directors, shareholder, creditor, investor, judicial, legislative or administrative body, Governmental Authority or other Person, other than any such consent which already has been unconditionally given.

20.3.4 This Agreement constitutes the valid and legally binding obligation of TEAM, enforceable in accordance with its terms and conditions, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar law presently or hereafter in effect, affecting the enforcement of creditors' rights generally and by general principles of equity whether applied in a proceeding at law or in equity.

20.3.5 To the best knowledge of TEAM, there is no action, suit, claim, proceeding or investigation pending or currently threatened against TEAM that questions the validity of this Agreement or the transactions contemplated herein or that could either individually or in the aggregate have a material adverse effect on the assets, conditions, affairs, or prospects of TEAM, financially or otherwise.

ARTICLE 21
HAZARDOUS MATERIALS

21.1 **Compliance with Hazardous Materials Laws**. The Parties at all times and in all respects shall comply with all federal, state and local laws, ordinances and regulations ("**Hazardous Materials Laws**") relating to industrial hygiene, environmental protection or the use, generation, manufacture, storage, disposal or transportation of any hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, oil or other petroleum products, flammable explosives, asbestos, or any "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" regulated under any Hazardous Material Law (collectively, "**Hazardous Materials**"). TEAM at its own expense shall procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for TEAM'S use of the Premises. In all respects, each Party shall handle, treat, deal with, manage and dispose of any and all Hazardous Materials in total conformity with all applicable Hazardous Materials Laws and prudent industry practices. Upon expiration or earlier termination of the term of the Agreement, TEAM shall cause all Hazardous Materials that are introduced to the Premises by TEAM to be removed from the Premises and transported for use, storage or disposal in accordance and compliance with all

applicable Hazardous Materials Laws. If TEAM fails to do so, CITY may remove such Hazardous Materials at TEAM'S expense.

21.2 **Adequate Insurance**. If at any time it reasonably appears to CITY that TEAM is not maintaining sufficient insurance or other means of financial capacity to enable TEAM to fulfill its obligations to CITY in connection with this Article 21, whether or not then accrued, liquidated, conditional or contingent, TEAM shall procure and thereafter maintain in full force and effect such insurance or other form of financial assurance, with or from companies or persons and in forms reasonably acceptable to CITY, as CITY may from time to time reasonably request.

ARTICLE 22
DELAY, APPROVALS AND CONSENTS

22.1 **Delays.**

22.1.1 **Force Majeure**. Any act of the CITY or TEAM required by this Agreement to be done within a specified time shall be subject to Force Majeure Event. If the performance of any act required by this Agreement to be performed by either TEAM or CITY is prevented or delayed by reason of or due to any act of God, fire, flood, hurricane, tornado, earthquake, the elements of nature (including rain), casualties, inability to secure materials, pandemic, state or federal restrictive governmental actions or regulations, shortages of materials or supplies, or any other cause similar to the foregoing, (except financial inability) not the fault of the Party required to perform the act, or beyond the reasonable control of CITY or TEAM which affects the performance of CITY or TEAM under this Agreement, then the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused.

22.1.2 **TEAM Delays**. In the event that TEAM'S actions or inactions cause a delay in the ability for CITY to timely perform its obligations pertaining to the design, construction and delivery of the Stadium to the TEAM, CITY shall not be deemed as in default under the Agreement, then the time for performance of the act and the Outside License Commencement Date will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused.

22.2 **Approvals and Consents**. In this Agreement whenever the approval or consent of one party is required to an act of the other party, such consent shall not be unreasonably withheld, conditioned or delayed. No consent shall constitute acknowledgement that no default exists under this Agreement, or be deemed a waiver of any default then existing.

ARTICLE 23
MISCELLANEOUS PROVISIONS

23.1 **Covenants Running with the Estates in Land**. The Parties covenant and agree that all of the conditions, covenants, restrictions, exclusives, agreements, rights, privileges, obligations, duties, specifications, and recitals contained in this Agreement, except as otherwise expressly stated therein, shall be construed as covenants running with title to the Premises and any interests thereunder, respectively, which shall extend to, inure to the benefit of and bind, CITY and TEAM, and their permitted successors and assigns, to the same extent as if such successors

and assigns were named as original Parties to this Agreement, such that this Agreement shall, at all times after the Agreement Effective Date hereof, bind the owner and holder of any fee or interest in or to the Premises, or any portion thereof, and shall bind predecessors thereof, except as otherwise expressly provided therein.

23.2 **Relationship of the Parties.** The relationship of TEAM and CITY under this Agreement shall be that of independent parties, each acting in its own best interests, and notwithstanding anything in the Agreement to the contrary, no partnership or joint venture shall be established or intended thereby between TEAM and CITY.

23.3 **Notices**. Unless otherwise specified by statute, any and all notices which are required under the terms and conditions of this Agreement or which either CITY or TEAM desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States mail or by private courier service, postage prepaid, return receipt requested, addressed as follows:

LANDLORD:

CITY OF ONTARIO
Attn: Scott Ochoa, CITY Manager
303 E. B Street
Ontario, CA 91764
Email: SOchoa@ontarioca.gov

TENANT:

RANCHO BASEBALL, LLC
Attn: Andrew Billig
8408 Rochester Avenue
Rancho Cucamonga, CA 91730
Email: abillig@brettsports.com

With a copy to:

Best Best & Krieger LLP
Attn: Ruben Duran
2855 E. Guasti Rd, Suite 400
Ontario, CA 91761
Facsimile: (909) 944-1441
Telephone: (213) 787-2569
Email: ruben.duran@bbklaw.com

With a copy to:

Lukins & Annis, P.S.
Attn: Tyler Black
717 W. Sprague Avenue, Suite 1600
Spokane, WA 99201
Facsimile: (509) 363-2487
Telephone: (509) 363-2367
Email: tblack@lukins.com

Any notice so given shall be considered served on the other party (i) on the date of personal delivery, (ii) three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address, and (iii) on the date of receipt by the other party in the case of delivery by private courier service. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

23.4 **Non-Merger of Estates**. The interests of CITY and TEAM in the Premises shall at all times be separate and apart, and shall in no event be merged, notwithstanding the fact that this Agreement or any interest herein, may be held directly or indirectly by or for the account of the same person who shall own the fee title to the Premises or any portion thereof; and no such merger of estates shall occur by operation of law, or otherwise, unless and until all persons at the

time having any interest in the Premises, shall join in the execution of a written instrument effecting such merger of estates.

23.5 **Survival**. Except as may be expressly set forth in this Agreement to the contrary, if CITY or TEAM elects to exercise any right to terminate this Agreement set forth therein, this Agreement shall, on the effective date of such termination, terminate with respect to all future rights and obligations of performance thereunder by the Parties (except for the rights and obligations therein that expressly are to survive such termination thereof). Termination of this Agreement shall not alter the then existing claims, if any, of either Party for breaches of this Agreement occurring prior to such termination and the obligations of the Parties with respect thereto shall survive termination.

23.6 **No Waiver**. No failure or delay of any Party, in any one or more instances, (a) in exercising any power, right or remedy under this Agreement or (b) in insisting upon strict performance by the other Party of such other Party's covenants, obligations or agreements under this Agreement, shall operate as a waiver, discharge or invalidation, thereof, nor shall any single or partial exercise of any such right, power or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.

23.7 **Severability**. If any term or provision of this Agreement, or the application thereof to any Person or circumstances, shall to any extent be invalid or unenforceable in any jurisdiction, as to such jurisdiction, the remainder of this Agreement, or the application of such term or provision to the Persons or circumstances other than those as to which such term or provision is held invalid or unenforceable in such jurisdiction, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Laws and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

23.8 **Attorneys' Fees**. If either party named herein shall bring an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action or proceeding, on trial or appeal, shall be entitled to its reasonable attorneys' fees and actual costs to be paid by the non-prevailing party.

23.9 **No Broker's Fees or Commissions**. Each Party hereby represents to the other Party that such Party has not created any liability for any broker's fee, broker's or agent's commission, finder's fee or other fee or commission in connection with this Agreement.

23.10 **Governing Law and Choice of Venue**. The Parties acknowledge and agree that this Agreement was negotiated, entered into and is to be fully performed in the City of Ontario, California. This Agreement and the actions of the Parties hereunder shall in all respects be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of California (excluding principles of conflict of laws). The Parties further agree that any judicial action brought by either Party to enforce or interpret this Agreement shall be initiated in a

state or federal court in the County of San Bernardino.

23.11 **Counterparts**. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same Agreement. All signatures need not be on the same counterpart.

23.12 **Incorporation of Exhibits; Recitals**. All Exhibits attached to this Agreement shall be incorporated herein by reference in their entirety and made a part hereof for all purposes. By this reference, the recitals of this Agreement are incorporated into this Agreement as binding agreements of the Parties, the terms and conditions of which are made a part hereof for all purposes.

23.13 **Table of Contents; Headings**. The table of contents, if any, and headings, if any, of the various articles, sections and other subdivisions of this Agreement shall be for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof.

23.14 **Interpretation; Rules of Construction**. Headings at the beginning of each section and sub-section of this Agreement are solely for the convenience of reference of CITY and TEAM and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one or the other of CITY or TEAM, but rather as if both CITY and TEAM prepared this Agreement. If the date on which CITY or TEAM is required to take any action pursuant to the terms of this Agreement is not a business day of CITY, the action shall be taken on the next succeeding business day of CITY.

23.15 **Entire Agreement; Amendment**. This Agreement, along with any exhibits and attachments attached hereto and incorporated herein by reference, constitute the entire agreement between CITY and TEAM relative to the Premises, hereby supersede any and all prior oral or written agreements or understandings, and may only be modified by a writing signed by both Parties. This Agreement constitutes the entire agreement between the CITY and the TEAM and may not be amended or modified except (i) by an instrument in writing signed by the parties with the same formality as this Agreement and (ii) upon the prior receipt of all necessary PDL Approvals.

23.16 **Non-Discrimination**. TEAM will not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, disability, actual and perceived, medical condition, age, marital status, sex, sexual orientation, Acquired Immune Deficiency Syndrome (AIDS), actual or perceived, or retaliation for having filed a discrimination complaint ("**Nondiscrimination Factors**"). TEAM will take affirmative steps to ensure that its employees are treated without regard to the Nondiscrimination Factors during employment, including, but not limited to, activities of: upgrading, demotion or transfer; layoff or termination; or rates of pay or other forms of compensation.

23.17 **PDL Required Provisions**.

23.17.1 This Agreement and any rights granted to CITY or TEAM hereunder shall in all respects be subordinate to the PDL Rules and Regulations, as long as TEAM is party

to the Ontario PDL License Agreement that is in effect. The issuance, entering into, amendment or implementation of any of the PDL Rules and Regulations shall be at no cost or liability to any MLB PDL Entity or to any individual or entity related thereto. The territory within which CITY is granted rights under this Agreement is limited to, and nothing herein shall be construed as conferring on CITY rights in areas outside of, the PDL Club Marketing Territory (as defined in the Ontario PDL License Agreement). No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined in the applicable PDL Rules and Regulations) are conferred by this Agreement, except as are specifically approved in writing by MLB PDL.

23.17.2 CITY agrees that if the date upon which any termination or suspension of this Agreement falls during the Baseball Season or postseason, the effective date of such termination or suspension shall be the first day of the month following the final home game of such season, and, in no event, shall CITY terminate or suspend TEAM'S rights under this Agreement during any Baseball Season or postseason.

23.17.3 If, at any time prior to the expiration of the Term of this Agreement, this Agreement is terminated by CITY for any reason (and any legal action challenging the right of CITY to terminate this Agreement and seeking specific performance has either been (i) finally adjudicated by a court of competent jurisdiction as evidenced by a final non-appealable order or (ii) settled, withdrawn or otherwise concluded, in either case solely with respect to the request for specific performance) and the Ontario PDL License Agreement has been terminated, CITY agrees to consider entering into an agreement with substantially similar terms to this Agreement with any replacement PDL Club identified by MLB PDL to the extent that such PDL Club is reasonably acceptable to CITY, subject to approval by the City Council for the CITY. To the extent that such agreement is not entered into, CITY agrees to meet promptly with MLB PDL to work together to ascertain whether a replacement PDL Club can be identified, and if such a PDL Club is so identified, CITY shall offer to license the Stadium to such PDL Club. For the avoidance of doubt, this Section 23.17.3 shall survive the termination of this Agreement.

23.17.4 As long as TEAM is party to the Ontario PDL License Agreement that is in effect, MLB PDL is an intended third party beneficiary of the provisions of this Section 23.17 and each other provision in this Agreement that prohibits action without first obtaining PDL Approval and, in addition to its right to waive or enforce the provisions of this Section 23.17, MLB PDL shall be entitled and have the right to waive or enforce such other provisions that prohibit action without first obtaining PDL Approval directly against any party hereto (or their successors and permitted assigns) to the extent that any such other provision is for the explicit benefit of MLB PDL or any other MLB PDL Entity.

23.17.5 Neither MLB PDL nor any other MLB PDL Entity shall have any liability whatsoever to any Person for actions taken pursuant to this Section 23.17 (other than for fraudulent acts or willful misconduct with respect to this Section 23.17 by MLB PDL), and CITY hereby releases MLB PDL and each other MLB PDL Entity from any and all claims arising out of or in connection with any such actions. Nothing contained in this Agreement shall create any duty on behalf of MLB PDL or any other MLB PDL Entity to any other Person.

[Signatures continue on following pages]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly appointed representatives as of the date last written below.

CITY:

CITY OF ONTARIO, a California municipal corporation and general law city

APPROVED AS TO FORM:

By:_____
Ruben Duran
City Attorney

By:_____
Scott Ochoa
City Manager

Dated: _____

ATTEST:

_____
City Clerk

[***Signatures continued on next page***]

[***Signatures to Venue Agreement continued from previous page***]

TEAM:

RANCHO BASEBALL, LLC, a Washington limited liability company

By: _____

Name:

Its:

Dated: _____

EXHIBIT A

SITE MAP

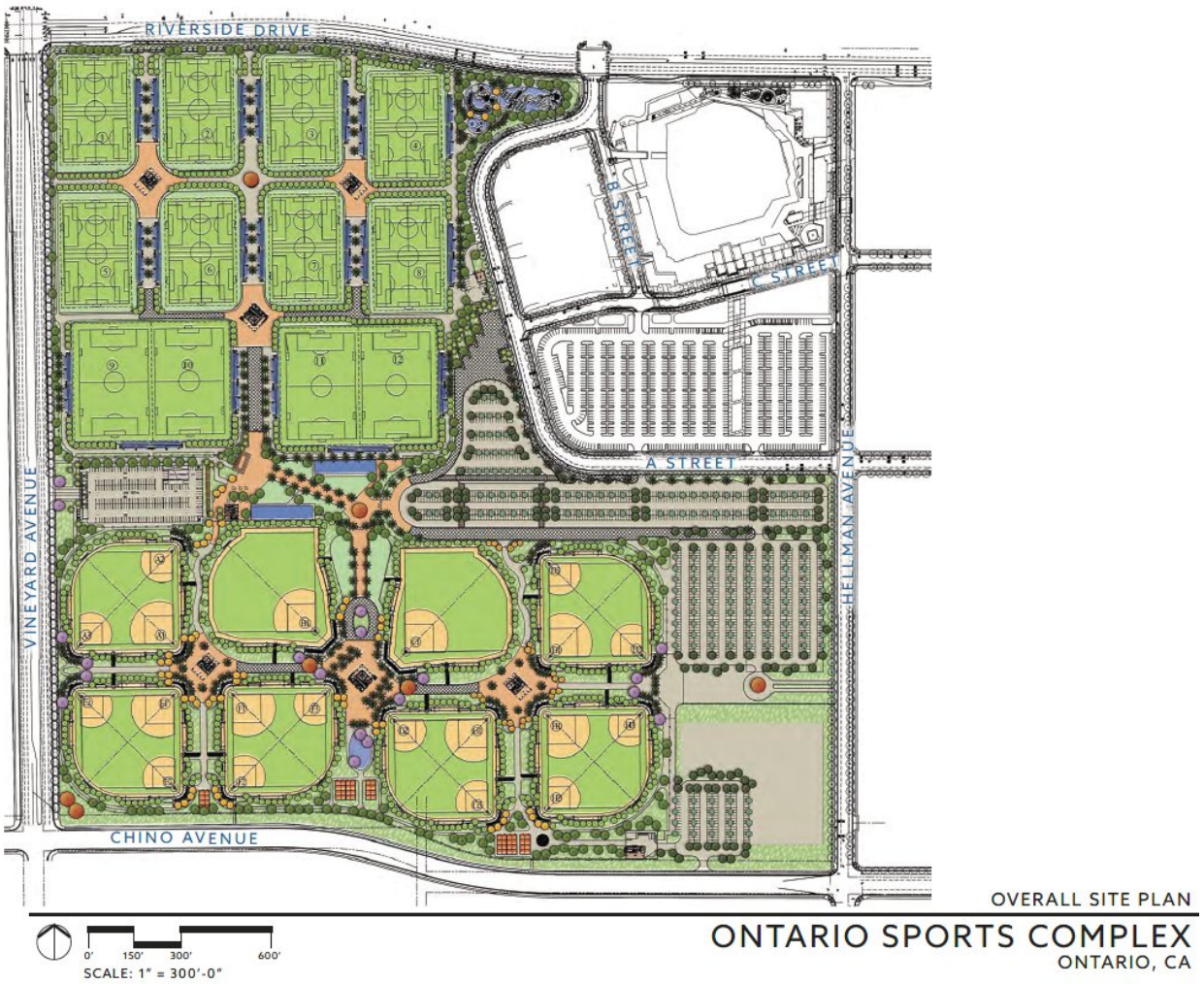


Exhibit A-1

EXHIBIT B

DEPICTION OF STADIUM PLAN

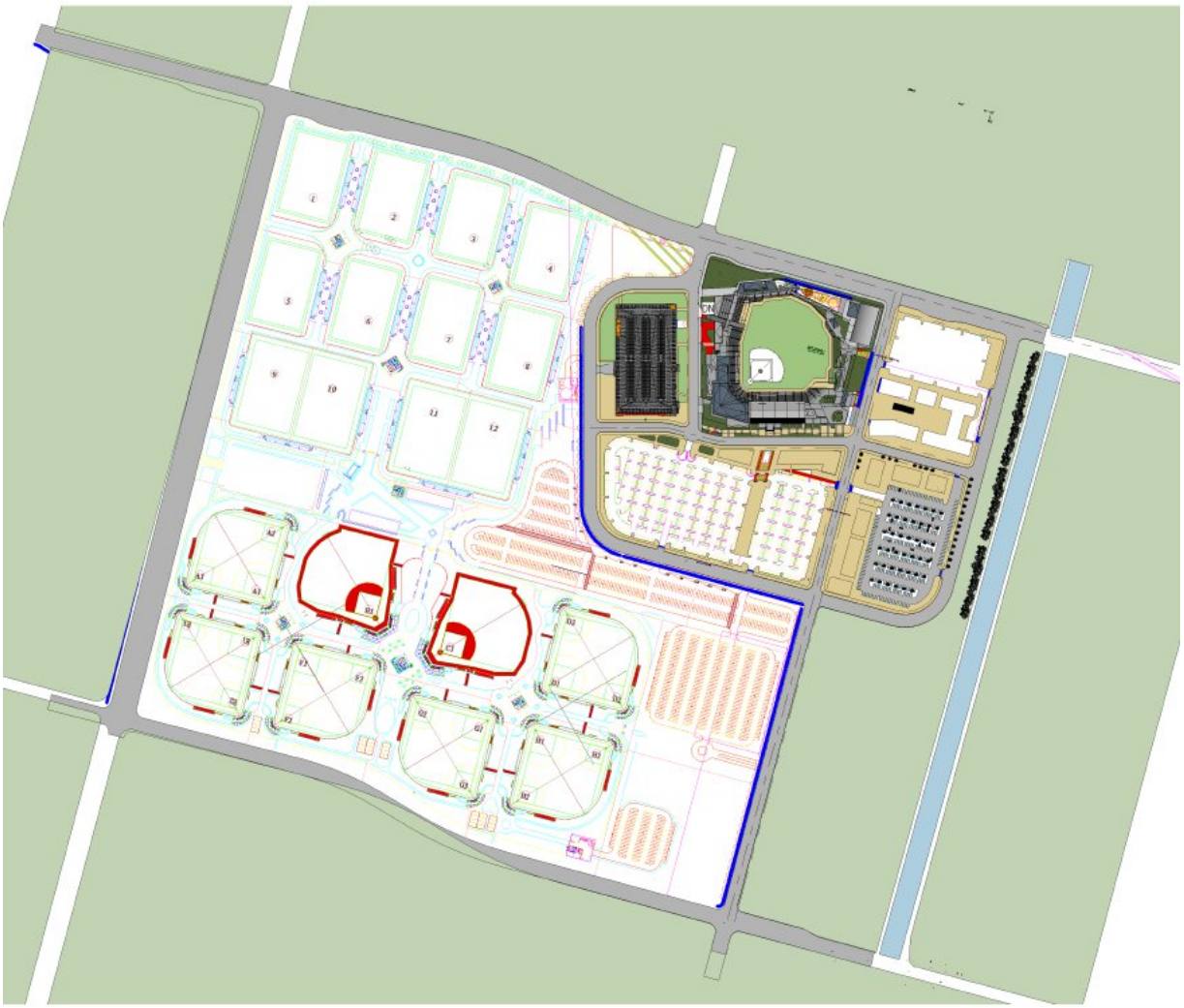


EXHIBIT C

DEPICTION OF PREMISES (STADIUM)



EXHIBIT D

CONFIRMATION OF LICENSE DATES

This Confirmation of License Dates is made by and between the CITY OF ONTARIO, a California municipal corporation and general law city, as CITY, and RANCHO BASEBALL, LLC, a Washington limited liability company, as TEAM, agree as follows:

1. CITY and TEAM entered into an Agreement dated _____ in which CITY licensed to TEAM and TEAM licensed from CITY the Premises described in Article 2 of the Agreement (the "Premises").

2. Pursuant to Section 3.1 of the Agreement, CITY and TEAM agreed to confirm the following dates in writing:

(a) License Commencement Date: _____

(b) Agreement Effective Date: _____

(c) Expiration Date of Initial Term: _____

(d) License Fee Commencement Date: _____

3. Pursuant to Section 3.1 of the Agreement, TEAM has timely exercised its [first/second] option to extend the [Initial/First Extended] Term for five (5) years. CITY and TEAM agreed to confirm the following dates in writing:

(a) Commencement Date of First Extended Term: _____

(b) Expiration Date of First Extended Term: _____

(c) Commencement Date of Second Extended Term: _____

(d) Expiration Date of Second Extended Term: _____

4. CITY and TEAM hereby confirm that the Agreement is in full force and effect and:

5. The provisions of this Confirmation of License Dates shall inure to the benefit of, or bind, as the case may require, the Parties and their respective successors, subject to the restrictions on assignment and subleasing contained in the Agreement.

(Signature provisions on following page)

AGREED AND ACCEPTED:

DATED: _____

CITY:

CITY OF ONTARIO, a California municipal corporation and general law city

APPROVED AS TO FORM:

By: _____
Ruben Duran
City Attorney

By:_____
Scott Ochoa
City Manager

TEAM:

RANCHO BASEBALL, LLC, a Washington limited liability company

By: _____

Name:

Its:

CITY OF ONTARIO *Agenda Report* **August 20, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Police Department Prepared By: Nicole Alvarez Department: Prepared By: Nicole Alvarez Staff Member Presenting: Mike Lorenz, Chief of Police Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 10

SUBJECT: ACCEPTANCE OF GRANT FROM THE CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) FY24/25 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT

RECOMMENDATION: That City Council authorize the City Manager or his designee to execute all documents necessary to accept a 12-month grant in the amount of $705,000 from the California Office of Traffic Safety (OTS) for participation in the FY24/25 Selective Traffic Enforcement Program (STEP) Grant.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Pursue City's Goals and Objectives by Working with Other Governmental Agencies

FISCAL IMPACT: Grant awards were announced in July 2024 and the funds will be used to cover eligible costs incurred from October 1, 2024 to September 30, 2025. These grants are reimbursable every quarter and fund police overtime, education, equipment, supplies, and training to conduct DUI saturation patrols, special traffic enforcement, field enforcement, street racing enforcement and training, education, and sobriety checkpoints. The department is approved for $705,000 in grant funding and the City is not required to provide matching funds for the grants. The associated revenues and appropriations for the approved grant amount will be included in a subsequent quarterly budget report to the City Council.

BACKGROUND & ANALYSIS: The California Office of Traffic Safety (OTS), through the National Highway Traffic Safety Administration (NHTSA), offers local law enforcement agencies overtime grants to mitigate traffic safety program deficiencies, expand ongoing activities, develop new programs, and conduct sobriety checkpoints. The grant period includes two "National Impaired Driving Campaign" mobilization periods: the Winter Mobilization which occurs around Christmas and New Year's Eve and Summer Mobilization which occurs around Labor Day. Sobriety checkpoints, DUI saturation patrols and special traffic enforcement will be scheduled during each of the highly publicized mobilization periods. Additional operations will continue to be conducted outside the mobilization periods. Each overtime operation and checkpoint will be conducted according to each operation's specific needs, which may require supervisors, officers, technicians,

and/or clerical/other staff members. The goal of the OTS grant program includes: (1) reducing the number of people killed in alcohol-involved crashes through the combined efforts of local law enforcement agencies, California Highway Patrol, and OTS; (2) reducing the total number of traffic collisions that occur within the City; (3) through press releases, inform citizens of increased enforcement and educate drivers that the only way to “avoid” arrest, injury, and/or death is to drive sober; and (4) network with regional law enforcement agencies to conduct multiple joint operations to decrease alcohol related issues such as DUI’s and underage drinking.

Nicole Alvarez

From: OTS Email <contact@ots.ca.gov>
Sent: Monday, July 8, 2024 10:18 AM
To: Nicole Alvarez
Subject: OTS Tentatively Approved Your Application 25-005699

Follow Up Flag: Follow up
Flag Status: Flagged

Congratulations! Through a competitive process, the Office of Traffic Safety (OTS) has tentatively approved your application 25-005699 in the amount of $705,000 with the proposal titled "Selective Traffic Enforcement Program (STEP)." This tentative award is contingent on approval from the National Highway Traffic Safety Administration. Please do not publicly announce this tentative award until the grant agreement is fully negotiated and signed by the OTS.

Your OTS Coordinator will contact you to discuss your proposal and explain the grant development process. It is our goal to have grants start the first of October. Costs incurred and accrued prior to the grant start date are not reimbursable. Please notify your coordinator if approval from a City Council or the Board of Supervisors is required. You should begin that process now to avoid a delay in executing your grant.

Thank you for prioritizing traffic safety so that everyone traveling on California roadways can go safely.

Again, congratulations on the success of your application.

Sincerely,
Barbara L. Rooney
Director

CITY OF ONTARIO *Agenda Report* **August 20, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Blaine M Ishii Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Andrea Ampig, Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 11

SUBJECT: **AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ROUTEWARE, INC. FOR RECURRING SUBSCRIPTION AND LICENSE COSTS FOR INTEGRATED WASTE COLLECTION ROUTING SOFTWARE**

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute Amendment No. 2 to the Professional Services Agreement with Routeware, Inc., of Portland, Oregon, for recurring costs for subscriptions, licenses, and ongoing technical support for Integrated Waste Collection Routing Software, exercising the two (2) additional one-year terms and increasing the contract amount by $536,190 for a total contract amount not-to-exceed $1,657,182 over the five-year term.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner

FISCAL IMPACT: Amendment No. 2 to the Professional Services Agreement with Routeware, Inc. (Routeware) is in the amount of $243,723 per year plus a 10% contingency of $24,372 per year for a total not-to-exceed contract amount of $1,657,182 over the five-year term. The Fiscal Year 2024-25 Adopted Budget includes partial appropriations in the Integrated Waste Fund for the Professional Services Agreement with Routeware, Inc. If approved, additional appropriations will be included in future quarterly budget updates to the City Council for approval.

BACKGROUND & ANALYSIS: On October 19, 2021, the City Council approved a one-year Professional Services Agreement with Routeware for routing optimization and service confirmation software. Amendment No. 1 was executed on August 15, 2023 to amend the project scope to include additional video software. With the continuous growth in the Ontario Ranch area and new development in the existing Old Model Colony, there was a need to optimize routing efficiency and streamline periodic adjustments to refuse, organics, and recycling routes. Daily route optimization increases collection productivity and saves on fuel and vehicle maintenance costs.

The proposed Amendment with Routeware will allow the Integrated Waste Department to continue utilizing the previously approved services and will add additional services for camera installation and integration to the City's existing customer service system. The software and cameras installed

on collection vehicles will work together to aide in service confirmation, incident investigations and improve routing and service efficiency.

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND ROUTEWARE, INC.

1. Parties and Date.

This Amendment No. 2 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and Routeware, 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 October 19, 2021 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to extend the contract term, revise the scope of work, and increase the contract amount by **$487,446 (Four Hundred Eighty-Seven Thousand Four Hundred Forty-Six Dollars)**. The Parties have heretofore entered into that Amendment No. 1 dated August 15, 2023.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 3.7.15 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.1.2 and 3.2.1 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 November 1, 2021 to October 31, 2026, 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 Service."

"3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibits "C," "C-2," and "C-3," attached hereto and incorporated herein by reference. The total compensation shall not exceed **$1,608,438 (One Million Six Hundred Eight Thousand Four Hundred Thirty-Eight Dollars)** 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."

Exhibits C, C-2, and C-3 are hereby deleted in its entirety and replaced with Attachment A attached hereto and incorporated herein by reference.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 2. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 2.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

3.4 Severability. If any portion of this Amendment No. 2 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND ROUTEWARE, INC.

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

ROUTEWARE, INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

ATTACHMENT A
COMPENSATION

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Premium Video System Fee	Per Month	84	$68.93	$5,790.12
Routeware Control Center Support	Per Month	1	$613.59	$613.59
Cloud Hosting	Per Month	1	$951.46	$951.46
Auto Pickup System Fee	Per Month	28	$24.86	$696.08
Picture Service Fee	Per Month	84	$50.59	$4,271.40
Cellular Data Charge (RD)	Per Month	28	$16.95	$474.60
Pounder Service Fee	Per Month	28	$22.60	$632.80
RouteMaker Subscription	Per Month	1	$98.45	$98.45
OBC Support Fee – TaaS	Per Month	28	$138.43	$3,876.04
Interface Support	Per Month	1	$295.27	$295.27
OBC Support Fee	Per Month	28	$93.23	$2,610.44
			Monthly Subtotal	$20,310.25
			Yearly Compensation	**$243,723**

CITY OF ONTARIO *Agenda Report* **August 20, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Blaine M Ishii Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Andrea Ampig, Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 12

SUBJECT: **AMENDMENTS TO THE PROFESSIONAL SERVICES AGREEMENTS WITH GO2ZERO STRATEGIES, LLC AND GHD, INC. FOR ON-CALL SOLID WASTE CONSULTING SERVICES**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager or his designee to execute Amendment No. 2 to the Professional Services Agreement with Go2Zero Strategies, LLC, of Irwindale, California, for on-call Solid Waste Consulting Services exercising the two (2) additional one-year extensions and increasing the contract amount by $100,000 per year for a total not-to-exceed contract amount of $500,000 over the five-year term; and
B. Authorize the City Manager or his designee to execute Amendment No. 1 to the Professional Services Agreement with GHD, Inc., of Irvine, California, for on-call Solid Waste Consulting Services exercising the two (2) additional one-year extensions and increasing the contract amount by $100,000 per year for a total not-to-exceed contract amount of $300,000 over the five-year term.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Focus Resources in Ontario's Commercial and Residential Neighborhoods

FISCAL IMPACT: The Fiscal Year 2024-25 Adopted Budget includes appropriations in the Integrated Waste Fund for on-call Solid Waste Consulting Services. The recommended Amendment No. 2 to the Professional Services Agreement with Go2Zero Strategies, LLC increases the authorized contract amount by $100,000 for Fiscal Year 2024-25 for a total not-to-exceed contract amount of $400,000. The second additional option year will increase the contract amount by $100,000 for Fiscal Year 2025-26 for a total not-to-exceed contract amount of $500,000.

The recommended Amendment No. 1 to the Professional Services Agreement with GHD, Inc. increases the authorized contract amount by $100,000 for Fiscal Year 2024-25 for a total not-to-exceed contract amount of $200,000. The second additional option year will increase the contract

amount by $100,000 for Fiscal Year 2025-26 for a total not-to-exceed contract amount of $300,000.

BACKGROUND & ANALYSIS: California Senate Bill (SB) 1383 was signed into law in September 2016. The law requires communities to reduce organic waste disposal in landfills, such as food waste, by 75% by January 1, 2025. On January 1, 2022, the SB 1383 regulations to meet the organic waste reduction and edible food recovery targets took effect, including penalties for non-compliance issued by the State. Go2Zero provides a SMART tracking system for SB1383 which entails optimization of all data collection, contamination documentation, analytics, recordkeeping, and reporting functions for SB1383 compliance. They also provide additional guidance on State mandates created by CalRecycle such as procurement targets, capacity planning, edible food recovery, and compliance reviews.

The City collects all waste materials generated citywide, serving the commercial sector, industrial sector, and approximately 30,000 single-family homes. GHD, Inc. will provide consulting services for the City's collection, hauling, processing, and disposal of solid waste, recyclables, organics, and other materials which can be diverted from landfills. The consultant will also conduct activities related to transfer station design and build oversight.

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

PAUL S. LEON
MAYOR

DEBRA PORADA
MAYOR PRO TEM

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

SHEILA MAUTZ
CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND GO2ZERO STRATEGIES

1. Parties and Date.

This Amendment No. 2 to the Agreement (as defined herein) is made and entered as of this _____, by and between the City of Ontario ("City") and Go2Zero Strategies, an LLC, Limited Liability Company ("Consultant"). City and Consultants 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 Service Agreement" dated December 13, 2021 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to exercise the first additional one-year term and increase total compensation by One Hundred Thousand Dollars ($100,000) for a total compensation of Four Hundred Thousand Dollars ($400,000).

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 3.7.14 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.2.1 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 November 16, 2021 to November 15, 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 (1) additional one-year 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."

"3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursement, 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 Four Hundred Thousand Dollars ($400,000) 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 rate and manner set forth in this agreement."

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 2. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 2.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

3.4 Severability. If any portion of this Amendment No. 2 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND GO2ZEROSTRATEGIES

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

GO2ZERO STRATEGIES

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. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND GHD, 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 GHD Inc., a Corporation ("Consultant"). City and Consultants 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 Service Agreement" dated December 10, 2021 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to exercise the first additional one-year term and increase total compensation by One Hundred Thousand Dollars ($100,000) for a total compensation not-to-exceed Two Hundred Thousand Dollars ($200,000).

2.3 Amendment Authority. This Amendment No. 1 is authorized pursuant to Section 3.7.14 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.2.1 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 November 16, 2021 to November 15, 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 (1) additional one-year 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."

"3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursement, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Two Hundred Thousand Dollars ($200,000) 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 rate 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 GHD 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

GHD INC.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

CITY OF ONTARIO *Agenda Report* **August 20, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Police Department Prepared By: Zina Hullings Department: Prepared By: Zina Hullings Staff Member Presenting: Mike Lorenz, Chief of Police Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 13

SUBJECT: **AN AMENDMENT TO THE GOODS AND SERVICES AGREEMENT WITH HELITENDER, INC. FOR SCHEDULED AND UNSCHEDULED REPAIRS, INSPECTION SERVICES, PARTS AND MAINTENANCE SERVICES**

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to execute Amendment No. 2 to the Goods and Services Agreement with Helitender, Inc. of Pacoima, CA, for scheduled and unscheduled repairs, inspection services, parts and maintenance services for Police Department helicopters in the amount of $150,000 for a total not-to-exceed contract amount of $800,000 and extend the agreement to June 30, 2027.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Operate in a Businesslike Manner

FISCAL IMPACT: The recommended amendment increases the authorized contract amount of $650,000 by $150,000, for a new not-to-exceed total contract amount of $800,000 and extend the agreement to June 30, 2027. Appropriations are included in the Fiscal Year 2024-25 Adopted Operating Budget for scheduled and unscheduled repairs, inspection services, parts and maintenance services for helicopters.

BACKGROUND & ANALYSIS: The Police Department Air Support Unit maintains three (3) Airbus Helicopters for air patrol. To ensure the helicopters are safe to operate and readily available (to support police, fire and departmental services) maintenance and repairs are necessary on a regular basis and undue time delays affect the City's ability to provide services to the community. Due to specialized maintenance services and parts used on the helicopters, there is a limited number of authorized vendors that can provide these services. In many cases, there is a single authorized vendor that is qualified or authorized to provide the part or service.

On May 3, 2022, the City Council approved Helitender, Inc. as a sole source, pre-authorized vendor for scheduled and unscheduled helicopter repairs, inspection services, parts, and maintenance services. Establishing this pre-authorized list of vendor(s) facilitates the following:

- Ensure that the helicopters are serviced and repaired when needed;
- Service is performed by qualified vendors familiar with Airbus helicopters; and
- Better maintenance because vendors are familiar with the service and repair history of the helicopters.

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 GOODS & SERVICES AGREEMENT

BETWEEN

THE CITY OF ONTARIO

AND

HELITENDER

1. Parties and Date.

This Amendment No. 2 to the Agreement (as defined herein) is made and entered into as of this __MM-DD-YYYY__, by and between the City of Ontario ("City") and **HELITENDER**, a corporation with its principal place of business at 10300 Airpark Way, Hangar 3, Pacoima, California 91331 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Contractor have entered into an agreement entitled "Goods & Services Agreement" dated July 1, 2019 ("Agreement").

2.2 Amendment Purpose. The City and Contractor desire to amend the Agreement for the purpose of extending the services of Contractor from July 1, 2019 through June 30, 2027 to continue to provide scheduled and unscheduled helicopter maintenance, repairs and inspections and to increase the compensation amount by One Hundred Fifty Thousand Dollars ($150,000).

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section 3.4 of the Agreement.

3. Terms.

3.1 Amendment. **Section 1.3** and **Section 2.2** of the Agreement is hereby amended in its entirety to read as follows:

1.3 "The term of this Agreement shall be from July 1, 2019 to June 30, 2027 unless earlier terminated as provided herein."

2.2 "The City of Ontario will accept an escalation in a not to exceed 5% in year one, and not to exceed 5% in year two and not exceed 5% in year three, with 30 days written notice. **Previous Exhibit A, B & C** is hereby deleted in its entirety and replaced with new **Exhibit A, B & C** (attached) hereto and incorporated herein by reference. Vendor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A", "B", and "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Eight Hundred Thousand Dollars ($800,000) without written approval of City's City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2 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 GOODS & SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND HELITENDER

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

HELITENDER

By: _____

Its: Owner and President

Printed Name: Nick Vartanian

By: _____

Its: Treasurer

Printed Name: Armen Vartanian

EXHIBIT "A"

SCOPE OF SERVICES

Perform scheduled and unscheduled maintenance, repairs and inspections on Airbus AS350B3/H125 helicopters per the aircraft manufacturer's specifications and F.A.A. regulations including but not limited to:

100 - Hour Inspections

150 – Hour Inspections

300 - Hour Inspections

750 – Hour Inspections

1500- Hour Inspections

Engine inspections and maintenance

Track and balance main rotor assembly, tail rotor driveshaft

Airframe maintenance and inspections

Annual Inspections

Any repairs to the aircraft

Any maintenance is required to comply with Airworthiness Directives, mandatory service bulletins, service bulletins, and/or modifications as required by the aircraft manufacturer or the F.A.A.

EXHIBIT “B”

SCHEDULE OF SERVICES

The schedule and unscheduled of maintenance services will be determined by the type and scope of the aircraft maintenance or inspection to be performed. Any unscheduled maintenance will be scheduled at a mutually acceptable time with both the Contractor and the city. Those instances where the primary aircraft is not flyable, or "AOG" (aircraft on ground), the City will be given consideration in the priority of scheduling maintenance due to the loss of emergency services to the community.

The Contractor agrees to perform maintenance services at the Ontario Police Department Air Support Facility as necessary when the aircraft is not able to be flown to the Contractor's facility. Otherwise, maintenance services will be performed at the Contractor's facility.

CITY APPROVED PILOTS ARE THE ONLY PERSONNEL AUTHORIZED TO FLY CITY AIRCRAFT.

EXHIBIT "C"

COMPENSATION

Contractor will be paid $120.00 per hour or current shop rate, for labor and will support all invoices with appropriate hourly documentation.

The City will provide parts and materials to the Contractor. Otherwise, the Contractor at the expense of the City will provide parts and materials. The City reserves the right to provide any part or material through a City authorized vendor for the maintenance and/or repair of the City's helicopters.

CITY OF ONTARIO *Agenda Report* **August 20, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Adrian Escamilla Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Andrea Ampig, Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 14

SUBJECT: **AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH TRANSTECH, INC. FOR CONSTRUCTION MANAGEMENT FOR THE VINEYARD PARKING STRUCTURE AT THE ONTARIO SPORTS COMPLEX**

RECOMMENDATION: That the City Council authorize the City Manager or his designee to execute Amendment No. 4 to the Professional Services Agreement with Transtech, Inc. (Transtech), of Chino, California, for on-call Construction Management Services for the Vineyard Parking Structure in the amount of $1,361,750 for a total not-to-exceed contract amount of $2,657,750.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: The proposed Amendment No. 4 will increase the contract amount by $1,361,750 for a total not-to-exceed contract amount of $2,657,750. The total not-to-exceed contract amount includes on-call work performed for various citywide projects. Additional appropriations in the Capital Projects-Measure Q fund will be included in future quarterly budget updates to the City Council for approval for on-call Construction Management Services for the Vineyard Parking Structure.

BACKGROUND & ANALYSIS: On April 4, 2023, the City entered into the current Professional Services Agreement with Transtech for on-call Project Management Services after participating in a competitive RFP process. On January 16, 2024, Amendment No. 1 with Transtech was approved for the Proposed Minor League Baseball Stadium and Parking Structure Expedited Plan Check, Building Official, and Building Inspection Services. On March 5, 2024, Amendments No. 2 and No. 3 were approved for Project Management Services for the Concession Stand Remodel at Latimer field and to increase the total not-to-exceed contract amount for various on-call projects.

The proposed Vineyard Parking Structure will provide the necessary public parking for the Regional Sports Complex located in the Ontario Ranch Community. The sports fields will include approximately 13 multi-use fields, eight multi-use baseball/softball fields and open space. The proposed Amendment No. 4 to the Professional Services Agreement with Transtech includes the

preparation of the bridging documents and plans, construction management services and overall project coordination between the City and awarded General Contractor. If approved, Staff anticipates the Vineyard Parking Structure to be operational by June 2026.

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

AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND TRANSTECH ENGINEERS, INC.

1. Parties and Date.

This Amendment No. 4 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and **Transtech Engineers, 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 April 4, 2023 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to increase the contract amount by **One Million Three Hundred Sixty-One Thousand Seven Hundred Fifty Dollars ($1,361,750)** to include the following services for the Vineyard Parking Structure bridging document preparation. Please see Attachment "A". The parties have heretofore entered into Amendment No. 1 dated January 16, 2024, Amendment No. 2 dated March 5, 2024, and Amendment No. 3 dated March 5, 2024.

2.3 Amendment Authority. This Amendment No. 4 is authorized pursuant to Section 3.7.14 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.2.1 of the Agreement is hereby amended in its entirety to read as follows:

> "3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements for all Services rendered under this Agreement in Exhibit "C" at the attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Million Six Hundred Fifty-Seven Thousand Seven Hundred Fifty Dollars ($2,657,750)** without City Manager's written approval. Extra work may be

authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

Exhibit C is hereby deleted in its entirety and replaced with Attachment A attached hereto and incorporated herein by reference.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 4, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 4. From and after the date of this Amendment No. 4, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 4.

3.3 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 4.

3.4 Severability. If any portion of this Amendment No. 4 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND TRANSTECH ENGINEERS, INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 4 as of the day and year first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

Transtech Engineers, Inc.

By:_____

Its:_____

Printed Name:_____

By:_____

Its:_____

Printed Name:_____

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

May 20, 2024

TRANSTECH
www.transtech.org
855.595.2495 (toll-free)

City of ONTARIO
1333 S. Bon View Ave
Ontario, CA 91761

Attention: Adrian Escamilla, Design & Construction – Project Manager

Project: **Vineyard DB (Design-Build) Parking Structure**

Services: **Bridging document preparation**

DB RFPQ/RFP package preparation

Project management during selection of the DB team

Construction management/owner representative services during design and construction (design and construction by selected DB Team)

Dear Mr. Escamilla:

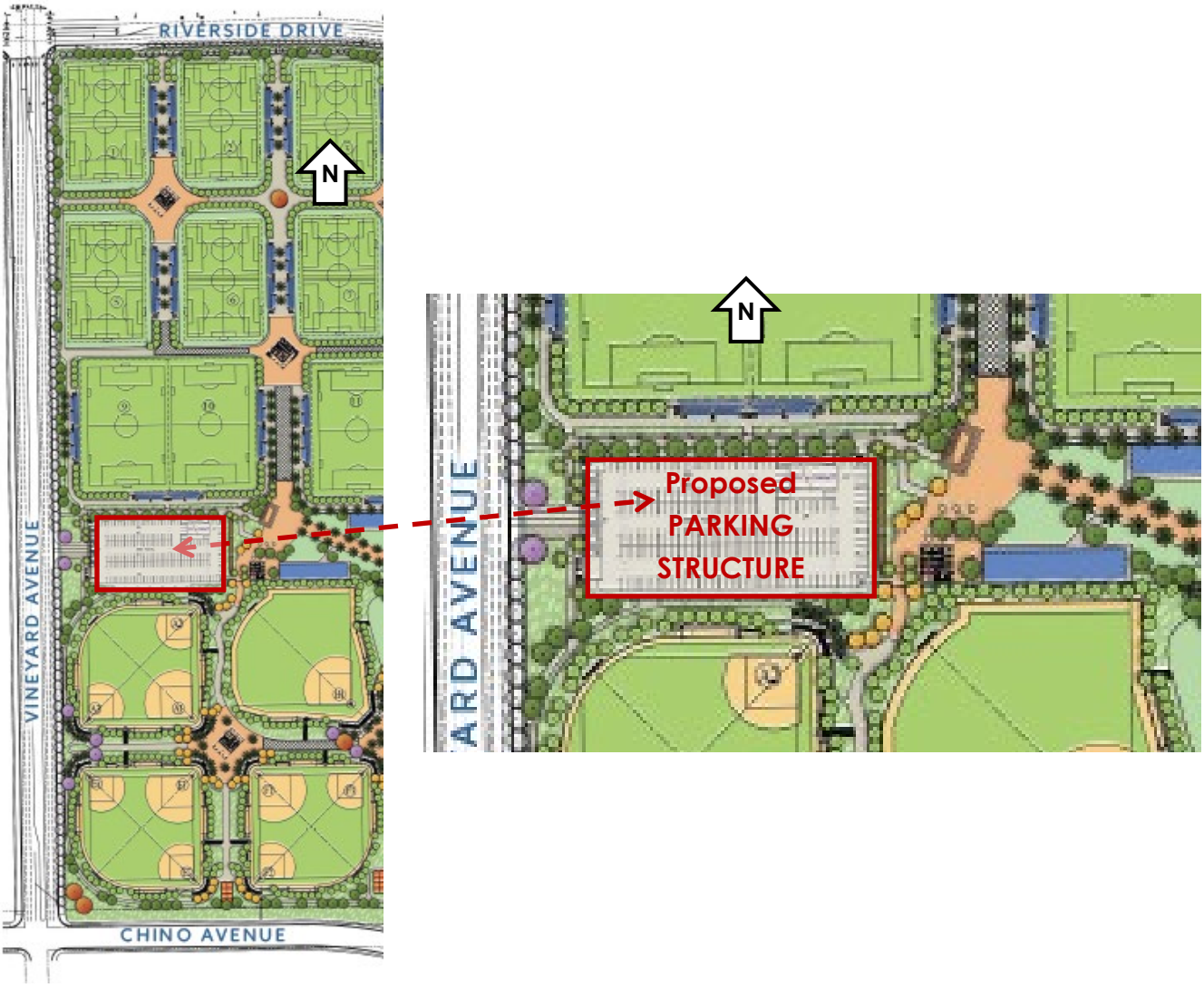
Transtech is pleased to submit this Task Order Proposal for the subject project under our Master Contract with the City.

This Task Order is submitted for the Vineyard DB (Design-Build) Parking Structure to provide the following services.

- Bridging document preparation
- DB RFPQ/RFP package preparation
- Project management during selection of the DB team

- Construction management/owner representative services during design and construction (design and construction by selected DB Team)

Location of the proposed Parking Structure is shown below:



It is our understanding that the City desires approx. 620 parking spaces

Proposed Services by Transtech:

SERVICES DURING SELECTION OF THE DB TEAM/ENTITY, INCLUDING PREPARATION OF DB BRIDGING DOCUMENTS, RFPQ/RFP PACKAGES

Preparation of bridging documents and plans. The bridging documents and plans will graphically convey necessary core parking structure requirements including, but not limited to, size, shape, circulation, parking space count, disabled access compliance, electric vehicle charging requirements, entrance/exit location, stairs, elevator, site access, path of travel from right-of-way, exterior façade improvements, etc.

SERVICES DURING DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENT PREPARATION BY THE SELECTED DB TEAM/ENTITY

Management services provided during design development and construction document preparation by the successful DB Team specifically include, but are not limited to, the following:

Overall project coordination between City [as Owner], City [as Authority Having Jurisdiction ('AHJ')], the successful DB Team, utility purveyors, and other vested stakeholders.

Project performance review, specifically including cost and schedule monitoring. This task assumes that the DB Team will be required to design to the budget.

Assistance with payment processing.

Assistance with utility coordination.

Coordination and approval monitoring from all AHJs having jurisdiction over any portion of this project.

Attendance as Owner's Representative at design related meetings.

Monitoring and filing of all Project Record Documents developed during design.

Review of the plans for conformance with the requirements of the City's RFP and the Contract Documents where not directly related to code compliance. (Transtech assumes that all AHJ services will be provided by others, but Transtech will identify observed deficiencies where appropriate during development of the design documents.)

Coordination assistance between DB Team and City during City review as AHJ. This scope includes both plan review and permit issuance.

Assistance during scoping, selection, and contract award for special inspection services.

Request for Information ('RFI') coordination between DB Team, the City (as Owner), the City (as AHJ), and identified stakeholders.

SERVICES DURING CONSTRUCTION AND PROJECT CLOSE OUT

Construction management and coordination between City (as Owner), City (as AHJ), the DB Team and other stakeholders.

Project performance review, specifically including cost and schedule monitoring.

Assistance with payment processing.

Assistance with utility coordination and issues involving closure and/or use of public right of way.

Coordination and approval monitoring from all AHJs having jurisdiction over any portion of this project.

Attendance as Owner's Representative at construction related meetings.

Monitoring and filing of all Project Record Documents developed during construction.

Verification of subcontractor compliance with State Contractor License Board and Department of Industrial Relations requirements for valid license and registration for each subcontract let during construction.

Assistance with special inspection and testing services and coordination of special inspection and testing efforts during construction. These services will be provided by a separate consultant under a separate contract to the City.

Transtech will monitor the construction for conformance with the requirements of the City's RFP and the Contract Documents where not directly related to code compliance.

Notes:

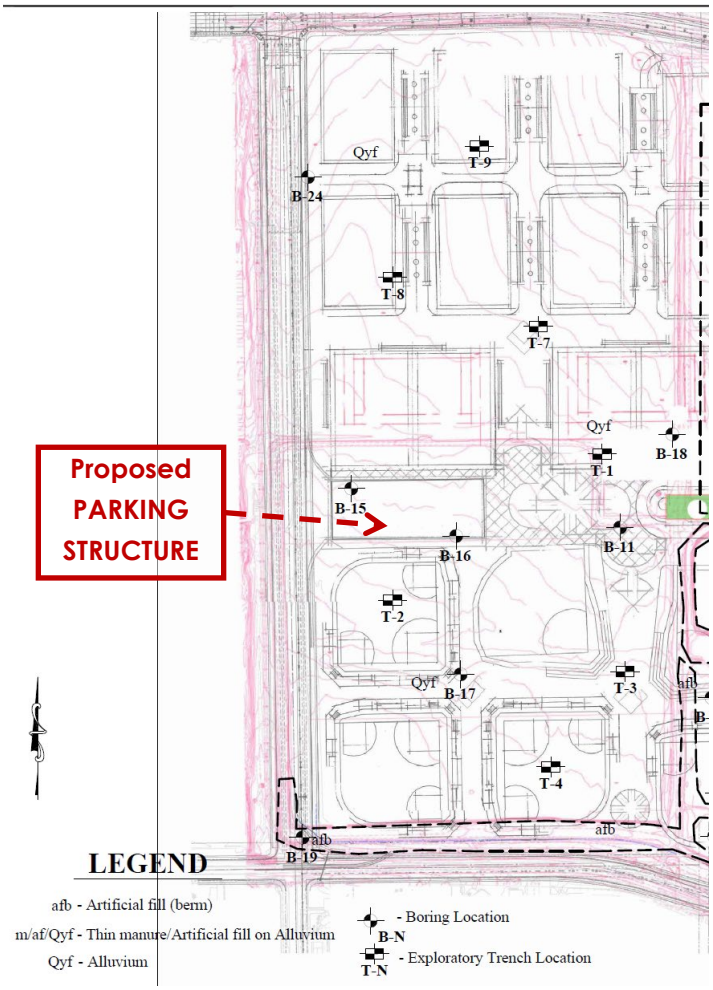
Transtech will not perform plan review or inspection in the capacity of 'Authority Having Jurisdiction' ('AHJ') over the work of this project. Transtech anticipates that AHJ services will be provided by various City Departments and/or Divisions or other City forces, which would include processing, plan review, permit issuance, and inspection by Building and Safety, Public Works, Engineering, OMUC, and Planning.

City will provide Phase 1 Environmental Site Assessment ('ESA').

City will provide Geological and Soils Investigation ('Soils Report'). We have received a Soils report for the entire site from te City. The report I prepared by RMA Group.

The report shows that 2 borings were made within the proposed parking structure area (Boring B-15 and B-16).

We contacted Ken Dowell, PE, PE, the engineer who prepared the report to make sure these 2 borings ae sufficient. He indicated that RMA di several borings within the site and conditions within the site are similar and 2 borings should be sufficient for the parking structure.



City will provide any soils and existing conditions reports showing the site does not contain any hazardous materials.

City will provide plans for overall site, access, roads, traffic signals, adjacent areas improvements, main utility service lines and connection points (connection points assumed to be provided within approx. 20' of PS footprint), and all other site improvements plans, etc. The scope of DB will be limited to vertical construction within the foot print of the Parking Structure plus utility laterals to service connection points and sidewalk, landscape improvements within the 20' perimeter area of PS footprint, plus driveway connection to proposed Vineyard Ave being designed by City's design consultant (Vineyard Ave will be constructed by others.) City will provide any utility plans and any utility relocation plans.

City will provide ALTA survey and site plans.

Anticipated Compensation for Transtech's Proposed Services:

Tasks	Position	Av. Hrs/Month	Approx. Duration (Months)	Tot. Hrs	Av. Rate	Budget
SERVICES DURING SELECTION OF THE DB TEAM/ENTITY, INCLUDING PREPARATION OF DB BRIDGING DOCUMENTS, RFPQ/RFP PACKAGES	Staff Level: Sr. Eng/Sr. PM/Sr. CM	40	8	150	$225	$33,750
	Staff Level: Project Eng/CM/PM	30	8	240	$200	$48,000
	Staff Level: Associate Eng/Office Eng	20	8	160	$175	$28,000
	Budget Allocation for Bridging Document					$50,000
					Total:	**$159,750**
SERVICES DURING DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENT PREPARATION BY THE SELECTED DB TEAM/ENTITY	Staff Level: Sr. Eng/Sr. PM/Sr. CM	40	7	280	$225	$63,000
	Staff Level: Project Eng/CM/PM	30	7	210	$200	$42,000
	Staff Level: Associate Eng/Office Eng	20	7	140	$175	$24,500
					Total:	**$129,500**
SERVICES DURING CONSTRUCTION AND PROJECT CLOSE OUT	Staff Level: Sr. Eng/Sr. PM/Sr. CM	50	15	750	$225	$168,750
	Staff Level: Project Eng/CM/PM	170	15	2,550	$200	$510,000
	Staff Level: Associate Eng/Office Eng	150	15	2,250	$175	$393,750
					Total:	**$1,072,500**
				Anticipated Total Compensation for Transtech's Proposed Services		**$1,361,750**

The fee information presented above represent a best estimate of the Transtech effort anticipated to carry this project per the scope of services provided in this Task Order.

Actual hours and dollar amounts may flex and re-allocated within various tasks as needed. Staff Classifications,

Hourly Rates and Hours are average and may vary within the established total budget.

Billig is based on actual hours spent.

If you have any questions or need additional information, please contact us.

Respectfully submitted.

Ali Cayir

Ali Cayir, PE
Principal
E: ali.cayir@transtech.org
C: 714-883-8677
O: 909-595-8599

CITY OF ONTARIO *Agenda Report* **August 20, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Management Services Prepared By: Brandi Belmontes Staff Member Presenting: Darlene M. Sanchez, Assistant City Manager Reviewed By: Jordan T Villwock Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 15

SUBJECT: DESIGNATION OF VOTING DELEGATES FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE GENERAL ASSEMBLY MEETING

RECOMMENDATION: That the City Council designate Mayor pro Tem Debra Porada as the City's voting delegate and Mayor Paul Leon as an alternate for the League of California Cities Annual Conference General Assembly scheduled for October 16 through October 18, 2024.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Pursue City's Goals and Objectives by Working with Other Governmental Agencies

FISCAL IMPACT: There is no direct fiscal impact by taking this action; however, representation and participation in the League of California Cities upcoming business meeting will help establish League policy on matters that may affect the City's finances.

BACKGROUND & ANALYSIS: The League has scheduled its General Assembly Meeting for October 16 through October 18, 2024, during the Annual League of California Cities Conference & Expo in Long Beach, California. At that meeting, the League membership will consider and take action on resolutions that establish Cal Cities policy.

Consistent with Cal Cities bylaws, a city's voting delegate and alternate must be designated by City Council action.

LEAGUE OF CALIFORNIA CITIES

Council Action Advised by September 25, 2024

DATE: Wednesday, July 10, 2024

TO: Mayors, Council Members, City Clerks, and City Managers

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Oct. 16-18, 2024
Long Beach Convention Center

Every year, the League of California Cities convenes a member-driven General Assembly at the Cal Cities Annual Conference and Expo. The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 18, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through the online submission portal by Wed., Sept. 25. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the Cal Cities website.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' event and meeting policy in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 25. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

LEAGUE OF CALIFORNIA CITIES

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.

2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.

4. **Signing Initiated Resolution Petitions**. Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.

6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

7. **Resolving Disputes**. In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

LEAGUE OF CALIFORNIA CITIES

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved[1] by either a policy committee or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.[2]

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates —one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

[1] The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.
[2] Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).

For more information visit www.calcities.org/general-assembly

CITY OF ONTARIO *Agenda Report* **August 20, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Utilities Prepared By: Andy Marquez Staff Member Presenting: Scott Burton, Utilities General Manager Reviewed By: Dennice Raygoza, Albert G Gastelum, Michael Sigsbee Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 16

SUBJECT: PURCHASE OF WATER METERS AND REPAIR PARTS FROM HYDROPRO SOLUTIONS

RECOMMENDATION: That the City Council approve and authorize the sole source purchase of new water meters and repair parts for a total not-to-exceed amount of $2,900,000 from HydroPro Solutions of Ontario, California, and authorize the City Manager or designee to execute a Goods and Equipment Agreement.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Pursue City's Goals and Objectives by Working with Other Governmental Agencies

FISCAL IMPACT: The actual cost of meters to be purchased will be determined based on unit pricing for the various sizes of meters and actual meter repair, replacement, and new installation needs. The Fiscal Year 2024-25 Water Operating and Capital Improvement Program Budgets include $2,900,000 for the purchase of new and replacement meters and repair parts. Development projects pay for new meter installations while the cost of meter testing, repair, and replacement is included in the rates the City bills for water service. There is no impact on the General Fund.

BACKGROUND & ANALYSIS: There are over 44,000 water meters citywide, which serve residential, industrial, and commercial businesses as well as landscape areas; this includes recycled water connections. The accuracy of meters has a direct relationship to accounting and billing for water service. To maintain accuracy and functionality, meters need to be replaced approximately every twelve years, and they are repaired as needed. Meter repair and replacements ensure accurate meter reads and accurate billing to our residents and customers. In Fiscal Year 2023-24, approximately 2,900 residential meters were replaced, and 750 new meters were installed in the Ontario Ranch area.

In the Fiscal Year 2024-25, approximately 2,700 meters are planned to be installed to replace

existing meters as part of the annual meter replacement program, and approximately 700 new meters are planned to be installed for development projects in the Old Model Colony and Ontario Ranch.

The recommended Master Meter brand meters are set up for Advanced Meter Infrastructure (AMI), which will allow Customer Service Staff the capabilities to connect remotely and have access to meter data in real-time without drive-by meter readings. This real-time data retrieval process will assist OMUC in the effort to maintain up-to-date meter data, identify water waste, and aid in the early detection process of potential leaks or breaks in consumer onsite lines. AMI Antenna tower construction has been ongoing to expand remote read coverage. Phase I included retrofit of one antenna and installation of 2 antennas, and construction was completed in July 2024. Phase II will include the construction of two additional antennas and is anticipated to be completed in June 2025.

The City currently utilizes these meters to provide the remote collection of water use data in real-time; approximately sixty percent of the City’s remote read meters now have this AMI technology. The purchase of these Master Meter brand meters can only be made directly through the manufacturer. Section 2-6.11 (b) (2) of the Ontario Municipal Code states that sole source purchases are authorized if there is only one procurement source; HydroPro Solutions is the exclusive distributor in California for these water meters and has uniform pricing for water agencies utilizing its products. Additionally, pricing is competitive with industry type products. HydroPro's local presence offers several advantages to the City, ensuring immediate and effective responses to various needs. HydroPro's quick response for repairs, ongoing staff training and updates, efficient order fulfillment, and troubleshooting support has added value in maintaining and improving the City's meter reading infrastructure and operations. Staff has reviewed pricing and recommends this sole-source award to HydroPro Solutions.

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

CITY OF ONTARIO
GOODS AND EQUIPMENT PURCHASE AGREEMENT

This Goods and Equipment Purchase Agreement ("Agreement") is made and entered as of _____, by and between the City of Ontario, a municipal corporation organized under the laws of the State of California with its principal place of business at 303 East "B" Street, Ontario, California 91764-4196, County of San Bernardino, State of California ("City"), and HYDROPRO SOLUTION, a LLC with its principal place of business at 1180 E Francis St Suite F, Ontario, CA 91761 ("Supplier"). City and Supplier are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

Section 1. DEFINITIONS.

A. "Goods" means all machinery, equipment, supplies, items, parts, materials, labor or other services, including design, engineering and installation services, provided by Supplier as specified in Exhibit "A," attached hereto and incorporated herein by reference.

B. "Delivery Date(s)" means that date or dates upon which the Goods is to be delivered to City, ready for approval, testing and/or use as specified in Exhibit "B."

Section 2. MATERIALS AND WORKMANSHIP.

When Exhibit "A" specifies machinery, equipment or material by manufacturer, model or trade name, no substitution will be made without City's written approval. Machinery, equipment or material installed in the Goods without the approval required by this Section 2 will be deemed to be defective material for purposes of Section 4. Where machinery, equipment or materials are referred to in Exhibit "A" as equal to any particular standard, City will decide the question of equality. When requested by City, Supplier will furnish City with the name of the manufacturer, the performance capabilities and other pertinent information necessary to properly determine the quality and suitability of any machines, equipment and material to be incorporated in the Goods. Material samples will be submitted at City's request.

Section 3. INSPECTIONS AND TESTS.

City shall have the right to inspect and/or test the Goods prior to acceptance. If upon inspection or testing the Goods or any portion thereof are found to be nonconforming, unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications contained in Exhibit "A," then without prejudice to any other rights or remedies, City may reject the Goods or exercise any of its rights under Section 4.C. The inspection, failure to make inspection, acceptance of goods, or payment for goods shall not impair City's right to reject nonconforming goods, irrespective of City's failure to notify Supplier of a rejection of nonconforming goods or revocation of acceptance thereof or to specify with particularity any defect in nonconforming goods after rejection or acceptance thereof.

Section 4. WARRANTY.

A. Supplier warrants that the Goods will be of merchantable quality and free from defects in design, engineering, material, and workmanship for a period of two (2) years, or such longer period as provided by a manufacturer's warranty or as agreed to by Supplier and City, from the date of final written acceptance of the Goods by City as required for final payment under Section 7. Supplier further warrants that any services provided in connection with the Goods will be performed in a professional and workmanlike manner and in accordance with the highest industry standards.

B. Supplier further warrants that all machinery, equipment, or process included in the Goods will meet the performance requirements and specifications specified in Exhibit "A" and shall be fit for the purpose intended. City's inspection, testing, approval, or acceptance of any such machinery, equipment, or process will not relieve Supplier of its obligations under this Section 4.B.

C. For any breach of the warranties contained in Section 4.A and Section 4.B, Supplier will, immediately after receiving notice from City, at the option of City, and at Supplier's own expense and without cost to City:

1. Repair the defective Goods;

2. Replace the defective Goods with conforming Goods, F.O.B. City's plant, office or other location of City where the Goods was originally performed or delivered; or

3. Repay to City the purchase price of the defective Goods.

If City selects repair or replacement, any defects will be remedied without cost to City, including but not limited to, the costs of removal, repair, and replacement of the defective Goods, and reinstallation of new Goods. All such defective Goods that is so remedied will be similarly warranted as stated above. In addition, Supplier will repair or replace other items of the Goods which may have been damaged by such defects or the repairing of the same, all at its own expense and without cost to City.

D. Supplier also warrants that the Goods is free and clear of all liens and encumbrances whatsoever, that Supplier has a good and marketable title to same, and that

Supplier owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Goods. Supplier agrees to indemnify, defend, and hold City harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

E. In the event of a breach by Supplier of its obligations under this Section 4, City will not be limited to the remedies set forth in this Section 4, but will have all the rights and remedies permitted by applicable law, including without limitation, all of the rights and remedies afforded to City under the California Commercial Code.

Section 5. PRICES.

Unless expressly provided otherwise, all prices and fees specified in Exhibit "C," attached hereto and incorporated herein by reference, are firm and shall not be subject to change without the written approval of City. No extra charges of any kind will be allowed unless specifically agreed to in writing by City's authorized representative. The total price shall include (i) all federal, state and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Goods furnished to City hereunder; and (ii) all charges for packing, freight and transportation to destination.

Section 6. CHANGES.

City, at any time, by a written order, and without notice to any surety, may make changes in the Goods, including but not limited to, City's requirements and specifications. If such changes affect the cost of the Goods or time required for its performance, an equitable adjustment will be made in the price or time for performance or both. Any change in the price necessitated by such change will be agreed upon between City and Supplier and such change will be authorized by a change order document signed by City and accepted by Supplier.

Section 7. PAYMENTS.

A. Terms of payment, are net thirty (30) days, less any applicable retention, after receipt of invoice, or completion of applicable Progress Milestones. Final payment shall be made by City after Supplier has satisfied all contractual requirements. Payment of invoices shall not constitute acceptance of Goods.

B. If Progress Milestones have been specified in Exhibit "B," then payments for the Goods will be made as the requirements of such Progress Milestones are met. Progress payments for the Goods will be made by City upon proper application by Supplier during the progress of the Goods and according to the terms of payment as specified in Exhibit "B." Supplier's progress billing invoice will include progress payments due for the original scope of work and changes. Each "Item for Payment" shown in Exhibit "B" and each change order will be itemized on the invoice. Invoices for cost plus work, whether part of Exhibit "B" or a change order, must have subcontractor and/or supplier invoices attached to Supplier's invoice. Other format and support documents for invoices will be determined by City in advance of the first invoice cycle.

C. Payments otherwise due may be withheld by City on account of defective Goods not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or

other claims, failure of Supplier to make payments properly to its subcontractors or for material or labor, the failure of Supplier to perform any of its other obligations under the Agreement, or to protect City against any liability arising out of Supplier's failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, City may remove them at Supplier's expense.

D. Payment of the final Progress Milestone payment or any retention will be made by City upon:

1. Submission of an invoice for satisfactory completion of the requirements of a Progress Milestone as defined in Exhibit "B" and in the amount associated with the Progress Milestone;

2. Written acceptance of the Goods by City;

3. Delivery of all drawings and specifications, if required by City;

4. Delivery of executed full releases of any and all liens arising out of this Agreement; and

5. Delivery of an affidavit listing all persons who might otherwise be entitled to file, claim, or maintain a lien of any kind or character, and containing an averment that all of the said persons have been paid in full.

If any person refuses to furnish an actual release or receipt in full, Supplier may furnish a bond satisfactory to City to indemnify City against any claim or lien at no cost to City.

E. Acceptance by Supplier of payment of the final Progress Milestone payment pursuant to Section 7.D will constitute a waiver, release and discharge of any and all claims and demands of any kind or character which Supplier then has, or can subsequently acquire against City, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement. However, payment for the final Progress Milestone by City will not constitute a waiver, release or discharge of any claims or demands which City then has, or can subsequently acquire, against Supplier, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement.

Section 8. SCHEDULE FOR DELIVERY.

A. The time of Supplier's performance is of the essence for this Agreement. The Goods will be delivered in accordance with the schedule set forth in Exhibit "B." Supplier must immediately notify City in writing any time delivery is behind schedule or may not be completed on schedule. In addition to any other rights City may have under this Agreement or at law, Supplier shall pay City the sum of $0.00 per item of Goods for each calendar day for which the item of Goods is unavailable beyond the scheduled delivery date(s) specified in Exhibit "B."

B. In the event that the Goods is part of a larger project or projects that require the coordination of multiple contractors or suppliers, then Supplier will fully cooperate in scheduling the delivery so that City can maximize the efficient completion of such project(s).

Section 9. TAXES.

A. Supplier agrees to timely pay all sales and use tax (including any value added or gross receipts tax imposed similar to a sales and use tax) imposed by any federal, state or local taxing authority on the ultimate purchase price of the Goods provided under this Agreement.

B. Supplier will withhold, and require its subcontractors, where applicable, to withhold all required taxes and contributions of any federal, state or local taxing authority which is measured by wages, salaries or other remuneration of its employees or the employees of its subcontractors. Supplier will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

C. All other taxes, however denominated or measured, imposed upon the price of the Goods provided hereunder, will be the responsibility of Supplier. In addition, all taxes assessed by any taxing jurisdiction based on Supplier property used or consumed in the provision of the Goods such as and including ad valorem, use, personal property and inventory taxes will be the responsibility of Supplier.

D. Supplier will, upon written request, submit to City written evidence of any filings or payments of all taxes required to be paid by Supplier hereunder.

Section 10. INDEPENDENT CONTRACTOR.

Supplier enters into this Agreement as an independent contractor and not as an employee of City. Supplier shall have no power or authority by this Agreement to bind City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Supplier are employees, agents, contractors or subcontractors of the Supplier and not of City. City shall not be obligated in any way to pay any wage claims or other claims made against Supplier by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

Section 11. SUBCONTRACTS.

Unless otherwise specified, Supplier must obtain City's written permission before subcontracting any portion of the Goods. Except for the insurance requirements in Section 13.A, all subcontracts and orders for the purchase or rental of supplies, materials or equipment, or any other part of the Goods, will require that the subcontractor be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Supplier from its obligations to City, including, but not limited to Supplier's insurance and indemnification obligations. No subcontract or order will bind City.

Section 12. TITLE AND RISK OF LOSS.

Unless otherwise agreed, City will have title to, and risk of loss of, all completed and partially completed portions of the Goods upon delivery, as well as materials delivered to and stored on City property which are intended to become a part of the Goods. However, Supplier will be liable for any loss or damage to the Goods and/or the materials caused by Supplier or its subcontractors, their agents or employees, and Supplier will replace or repair said Goods or materials at its own cost to the complete satisfaction of City. Notwithstanding the foregoing, in the event that the City has paid Supplier for all or a portion of the Goods which remains in the possession of Supplier, then City shall have title to, and the right to take possession of, such Goods at any time following payment therefor. Risk of loss for any Goods which remains in the possession of Supplier shall remain with Supplier until such Goods has been delivered or City has taken possession thereof. Supplier will have risk of loss or damage to Supplier's property used in the construction of the Goods but which does not become a part of the Goods.

Section 13. INDEMNIFICATION.

A. Supplier shall defend, 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, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Supplier, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the Goods or the performance of this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

B. Supplier's defense obligation for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its officials, officers, employees, agents, or volunteers shall be at Supplier's own cost, expense, and risk. Supplier shall pay and satisfy any judgment, award, or decree that may be rendered against City or its officials, officers, employees, agents, or volunteers, in any such suit, action, or other legal proceeding. Supplier shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

C. Supplier's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

Section 14. INSURANCE.

A. General. Supplier shall take out and maintain:

1. Commercial General Liability Insurance, of at least $2,000,000 per occurrence/ $4,000,000 aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01;

2. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least $2,000,000 per accident for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto);

3. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least $1,000,000 per occurrence; and

4. Pollution Liability Insurance of at least $2,000,000 per occurrence shall be provided by the Supplier if transporting hazardous materials.

5. If Supplier is also the manufacturer of any equipment included in the Goods, Supplier shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than $1,000,000.

B. Additional Insured; Primary; Waiver of Subrogation; No Limitation on Coverage. The policies required under this Section shall give City, its officials, officers, employees, agents or volunteers additional insured status on commercial general liability and automobile liability insurance with the endorsements. Such policies shall contain a provision stating that Supplier's policy is primary insurance and that any insurance, deductible, or self-insurance maintained by the City or any additional insureds shall not be called upon to contribute to any loss, and shall contain or be endorsed with a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers. 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. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

C. Cancellation. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds

D. Insurance Carrier. All insurance required under this Section is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the City.

E. Evidence of Insurance. Supplier shall furnish City with original certificates of insurance and endorsements effecting coverage required by the Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before delivery commences. The

City reserves the right to require complete, certified copies of all required insurance policies, at any time.

F. Subcontractors. All subcontractors shall meet the requirements of this Section before commencing work. In addition, Supplier shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

G. Freight. Supplier shall ensure that third party shippers contracted by Supplier have adequate insurance coverage for the shipped Goods.

Section 15. LIENS.

A. Supplier, subcontractors and suppliers will not make, file or maintain a mechanic's or other lien or claim of any kind or character against the Goods, for or on account of any labor, materials, fixtures, tools, machinery, equipment, or any other things furnished, or any other work done or performance given under, arising out of, or in any manner connected with the Agreement (such liens or claims referred to as "Claims"); and Supplier, subcontractor and suppliers expressly waive and relinquish any and all rights which they now have, or may subsequently acquire, to file or maintain any Claim and Supplier, subcontractor and suppliers agree that this provision waiving the right of Claims will be an independent covenant.

B. Supplier will save and hold City harmless from and against any and all Claims that may be filed by a subcontractor, supplier or any other person or entity and Supplier will, at its own expense, defend any and all actions based upon such Claims and will pay all charges of attorneys and all costs and other expenses arising from such Claims.

Section 16. TERMINATION OF AGREEMENT BY CITY.

A. Should Supplier at any time refuse or fail to deliver the Goods with promptness and diligence, or to perform any of its other obligations under the Agreement, City may terminate Supplier's right to proceed with the delivery of the Goods by written notice to Supplier. In such event City may obtain the Goods by whatever method it may deem expedient, including the hiring of another contractor or other contractors and, for that purpose, may take possession of all materials, machinery, equipment, tools and appliances and exercise all rights, options and privileges of Supplier. In such case Supplier will not be entitled to receive any further payments until the Goods is delivered. If City's cost of obtaining the Goods, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Agreement, Supplier will be liable for and will pay the difference to City.

B. City may, for its own convenience, terminate Supplier's right to proceed with the delivery of any portion or all of the Goods by written notice to Supplier. Such termination will be effective in the manner specified in such notice, will be without prejudice to any claims which City may have against Supplier, and will not affect the obligations and duties of Supplier under the Agreement with respect to portions of the Goods not terminated.

C. On receipt of notice under Section 16.B, Supplier will, with respect to the portion of the Goods terminated, unless the notice states otherwise,

1. Immediately discontinue such portion of the Goods and the placing of orders for materials, facilities, and supplies in connection with the Goods,

2. Unless otherwise directed by City, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to City; and

3. Deliver only such portions of the Goods which City deems necessary to preserve and protect those portions of the Goods already in progress and to protect material, plant and equipment at the Goods site or in transit to the Goods site.

D. Upon termination pursuant to Section 16.B, Supplier will be paid a pro rata portion of the compensation in the Agreement for any portion of the terminated Goods already delivered, including material and services for which it has made firm contracts which are not canceled, it being understood that City will be entitled to such material and services. Upon determination of the amount of said pro rata compensation, City will promptly pay such amount to Supplier upon delivery by Supplier of the releases of liens and affidavit, pursuant to Section 7.C.

Section 17. FORCE MAJEURE

A. Supplier shall not be held responsible for failure or delay in shipping nor City for failure or delay in accepting goods described herein if such failure or delay is due to a Force Majeure Event.

B. 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 occurring at the project site; (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 work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of Supplier and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. 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 the City in its capacity as a municipal authority.

C. In the event of any such excused interference with shipments, City shall have the option either to reduce the quantity provided for in the order accordingly or to exercise its right of cancellation as set forth in this Agreement.

Section 18. MISCELLANEOUS PROVISIONS.

A. 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:

CITY: SUPPLIER:

City of Ontario
303 East "B" Street
Ontario, CA 91764
Attn: Andy Marquez -
Utilities Operations Manager

HYDROPRO SOLUTIONS
1180 E Francis St Suite F Ontario, CA 91761
Derek Chester - President

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.

B. Assignment or Transfer. Supplier shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the City, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Supplier from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the City.

C. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

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

E. 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.

F. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

G. Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each Party shall pay its own attorneys' fees.

H. Interpretation. 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.

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

J. 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.

K. 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.

L. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

M. City's Right to Employ Other Suppliers. City reserves its right to employ other contractors in connection with the Goods.

N. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Goods specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

SIGNATURES ON FOLLOWING PAGE

SIGNATURE PAGE TO GOODS AND EQUIPMENT PURCHASE AGREEMENT BETWEEN THE CITY OF ONTARIO AND HYDROPRO SOLUTIONS

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
Assistant City Clerk

HYDROPRO SOLUTIONS

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

Exhibit A
Goods Specifications

HydroPro Solutions - West
1180 E. Francis Street, Suite F
Ontario, CA 91761
Phone (951) 370-0443

Quotation

DATE - 5/22/2024
Quotation # 2024-2025 F
Salesperson: House

To: **City of Ontario**
Purchasing/Finance
1425 South Bon View Avenue
Ontario, CA 91761
Phone #909-395-2341 / Fax #909-395-2604

Quotation valid until: 6/30/2025
Prepared by: Chris Lambros

Subject: Master Meter Allegro Meter Pricing for fiscal year 2024 / 2025

Quantity	Description	Part Number	Each	Extended
	4G Allegro Meters			
1	5/8 X 3/4" 3G EBII Bottom Load Cu/ft. Radio	B12-A31-B15-0101A-1	$ 310.31	**$310.31**
1	3/4 X 7.5" 3G EBII Bottom Load Cu/ft. Radio	B13-A31-B15-0101A-1	$ 331.63	**$331.63**
1	3/4 X 9" 3G EBII Bottom Load Cu/ft. Radio	B14-A31-B15-0101A-1	$ 366.96	**$366.96**
1	1" 3G EBII Bottom Load Cu/ft. Radio	B16-A31-B15-0101A-1	$ 420.39	**$420.39**
1	1-1/2" 3G Flg EBII Body Cu/ft. Radio	M21-A00-B15-0101A-1	$ 708.26	**$708.26**
1	2" 3G Flg EBII Body Cu/ft. Radio	M23-A00-B15-0101A-1	$ 917.51	**$917.51**
	4G- AMI Register Pricing	Part Number		
1	Under the Glass Allegro Register Kit for Master Meter	199-070-02-06	$ 257.15	**$ 257.15**
1	Wired Allegro Register Kit for Master Meter (that requires the bottom piece)	199-070-03-06	$ 257.15	**$257.15**
1	Pit Mount External Antenna for Allegro Wired Register (above) 3ft Cable	974-026-25	$ 68.33	**$68.33**
	***Octave Ultra-Sonic Meters (no strainer included or required)	Part Number		
1	2" FF Octave Meter w/Stainless Steel Body (10" Lay Length) - Direct Read	O301-M1-D09	$ 1,433.41	**$1,433.41**
1	2" FF Octave Meter w/Stainless Steel Body w/7" SS Spool (17" Lay Length) - Direct Read	O301-M4-D09	$ 1,545.92	**$1,545.92**
1	3" FF SS Octave Meter AWWA Turbine Lay Length - Direct Read	O303-M1-D09	$ 1,876.29	**$1,876.29**
1	4" FF SS Octave Meter AWWA Turbine Lay Length - Direct Read	O304-M1-D09	$ 2,549.87	**$2,549.87**
1	6" FF SSOctave Meter AWWA Turbine Lay Length - Direct Read	O305-M1-D09	$ 4,710.50	**$4,710.50**
1	8" SS Octave Meter AWWA Turbine Lay Length - Direct Read	O306-M1-D09	$ 5,725.69	**$5,725.69**
1	10" D.I. Octave Meter AWWA Turbine Lay Length - Direct Read	O307-E1-D09	$ 10,507.37	**$10,507.37**
1	12" D.I. Octave Meter AWWA Turbine Lay Length - Direct Read	O308-E1-D09	$ 13,256.38	**$13,256.38**
	Price Adder: *to add these 2 items for the AMI endpoint to above Octave Meters*			
1	**Encoder Module w/5ft. Nicor Cable (Add male end dust cap)**	965-010-56 w/213-01110-01	$ 152.54	**$152.54**
1	**Allegro Pit Unit with 2ft. Nicor Connector**	199-016-80	$ 234.90	**$234.90**
	Sonata Polymer with Integrated Allegro	Part Number		
1	5/8x3/4" Sonata Meter Polymer Flow Tube w/Integrated Allegro Meter	S112-B00-E09-M or F	$ 305.07	**$ 305.07**
1	3/4"x7-1/2" Sonata Meter Polymer Flow Tube w/Integrated Allegro Meter	S113-B00-E09-M or F	$ 341.67	**$341.67**
1	1" Sonata Meter Polymer Flow Tube w/Integrated Allegro Meter	S116-B00-E09-M or F	$ 408.51	**$408.51**

Note:
Pricing Valid Until 6/30/2025

Full Freight Allowed for $35,000.00 or more.

Does not include Freight & Tax.
Does Not Include Spools Gaskets or Flange Bolt Kits.

Exhibit B
Delivery Schedule

AS NEEDED BASIS

Exhibit C
Fee Schedule

HydroPro Solutions - West
1180 E. Francis Street, Suite F
Ontario, CA 91761
Phone (951) 370-0443

Quotation

DATE - 5/22/2024
Quotation # 2024-2025 F
Salesperson: House

To: **City of Ontario**
Purchasing/Finance
1425 South Bon View Avenue
Ontario, CA 91761
Phone #909-395-2341 / Fax #909-395-2604

Quotation valid until: 6/30/2025
Prepared by: Chris Lambros

Subject: Master Meter Allegro Meter Pricing for fiscal year 2024 / 2025

Quantity	Description	Part Number	Each	Extended
	4G Allegro Meters			
1	5/8 X 3/4" 3G EBII Bottom Load Cu/ft. Radio	B12-A31-B15-0101A-1	$ 310.31	**$310.31**
1	3/4 X 7.5" 3G EBII Bottom Load Cu/ft. Radio	B13-A31-B15-0101A-1	$ 331.63	**$331.63**
1	3/4 X 9" 3G EBII Bottom Load Cu/ft. Radio	B14-A31-B15-0101A-1	$ 366.96	**$366.96**
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1	5/8x3/4" Sonata Meter Polymer Flow Tube w/Integrated Allegro Meter	S112-B00-E09-M or F	$ 305.07	**$ 305.07**
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Note:
Pricing Valid Until 6/30/2025

Full Freight Allowed for $35,000.00 or more.

Does not include Freight & Tax.
Does Not Include Spools Gaskets or Flange Bolt Kits.

CITY OF ONTARIO *Agenda Report* **August 20, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Adrian Escamilla Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Andrea Ampig, Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 17

SUBJECT: **AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH BAY ALARM COMPANY FOR THE ONTARIO POLICE DEPARTMENT FIRE ALARM NOTIFICATION SYSTEM AND A CONSTRUCTION CONTRACT WITH WAKECO, INC. FOR THE ONTARIO POLICE DEPARTMENT REAL TIME INFORMATION CENTER & TENANT IMPROVEMENT PROJECT**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute Amendment No. 9 to the Maintenance Services Agreement with Bay Alarm Company, of Concord, California, for the Ontario Police Department (OPD) Fire Alarm Notification System installation in an amount of $422,629 and a 10% contingency of $42,262 for a total not-to-exceed contract amount of $1,487,163, and
B. Reject Optima RPM, Inc.'s protest against Wakeco, Inc. for D&C23-014 OPD Real Time Information Center (RTIC) and Tenant Improvement (TI) Project; and
C. Authorize the City Manager, or his designee, to execute Construction Contract No. D&C23-014 with Wakeco, Inc., of Temecula, California, for the OPD RTIC and TI Project in the amount of $3,611,000 and authorize a 10% contingency of $361,100 for a new contract value of $3,972,100 to address any unforeseen issues that arise during construction.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)
Maintain the Current High Level of Public Safety

FISCAL IMPACT: The proposed Amendment No. 9 to Bay Alarm Company increases the contract amount by $422,629 plus a 10% contingency of $42,262 for a total not-to-exceed contract amount of $1,487,163. The Fiscal Year 2024-25 includes appropriations in the Facilities Maintenance Fund for the OPD Fire Alarm Notification System installation.

The proposed Construction Contract with Wakeco, Inc. for the OPD RTIC and TI project is in an

amount of $3,611,000 plus a 10% contingency of $361,100 for a total not-to-exceed contract amount of $3,972,100. The Fiscal Year 2024-25 Adopted Budget includes partial appropriations for this project in the Capital Projects-Measure Q Fund. If approved, additional appropriations will be included in future quarterly budget updates to the City Council for approval.

BACKGROUND & ANALYSIS: The Ontario Police Department is set to significantly enhance its operational capabilities with the remodeling of its RTIC. This facility will serve as a central hub for the City of Ontario, integrating various streams of data, including video surveillance, audio feeds, and real-time information from multiple sources. By consolidating these resources into one centralized location, the RTIC will allow OPD to monitor and respond to incidents more efficiently and effectively. Additional key aspects of the project include repairing existing conditions to improve accessibility, such as enhancing assessable parking, correcting the concrete walkway leading to the department's entrance, and updating general building amenities and signage. All of the improvements are designed to comply with the 2019 Building Code and the 2010 ADA Guidelines, ensuring that the facility meets the highest standards of accessibility and safety.

On June 14, 2024, Staff solicited bids for the Bid No. 1810 OPD RTIC and TI Improvements Project. Staff received seven (7) construction bids ranging from $3,611,000 to $5,148,000. All the bids received are listed below:

Vendor	Location	Amount
Wakeco, Inc.	Temecula, CA	$3,611,000
Optima RPM, Inc.	Irvine, CA	$3,688,041
Royal Construction Corp	Arcadia, CA	$3,898,000
Dalke & Sons Construction, Inc.	Riverside, CA	$3,988,680
R.J. Daum Construction Company	Garden Grove, CA	$4,369,331
BCM Group, Inc.	Rancho Cucamonga, CA	$4,950,000
PCN3, Inc.	Los Alamitos, CA	$5,148,000

Wakeco, Inc., of Temecula, California, was the apparent lowest responsible bidder. On July 25, 2024, the City received a protest letter from Optima RPM, Inc. stating that Wakeco, Inc. submitted a non-responsive bid because they failed to provide a list of completed safety construction projects under the minimum qualification list included in the bid documents. The City responded to Optima RPM, Inc. in a letter dated July 30, 2024, stating that the bid protest is meritless because Wakeco, Inc. did not constitute as an irresponsible bidder and that all irregularities are waived.

Wakeco, Inc., of Temecula, California, submitted the lowest responsible bid that met all the required specifications with a cost of $3,611,000. Based on credentials, pricing, and favorable reference checks, Staff recommends awarding Construction Contract No. D&C23-014 to Wakeco, Inc. The project's estimated completion date is November 2025.

As part of the broader improvements to the OPD facilities, the recently completed Gym Expansion project revealed that the existing fire alarm notification system did not meet current Fire Code

Regulations. As Wakeco Inc. embarks on the construction of the RTIC and the associated T.I. improvement areas, Bay Alarm, a trusted provider of fire protection services, will be responsible for the installation of the appropriate fire alarm devices throughout the department. These devices will be selected and installed based on the specific occupancy type of each area, ensuring that the entire facility meets Fire Code Regulations. At the request of the City Building Department, both projects will run concurrently to adhere to City inspection services to ensure this project complies with all applicable municipal and state code requirements.

This comprehensive approach to safety will safeguard both the personnel and the critical infrastructure of the OPD, including the newly renovated RTIC. Together, these initiatives reflect the OPD's commitment to innovation, safety, and operational excellence.

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. 9 TO THE MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND BAY ALARM COMPANY

1. Parties and Date.

This Amendment No. 9 to the Agreement (as defined herein) is made and entered into as of _____, by and between the City of Ontario ("City") and **Bay Alarm Company**, a Corporation ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Contractor have entered into an agreement entitled "Maintenance Service Agreement" dated July 1, 2020 ("Agreement").

2.2 Amendment Purpose. The City and Contractor desire to amend the Agreement to include the following work in the locations listed on Exhibit "A". The scope of work includes the supply and install of wiring, devices, and program the system to be monitored by the Bay Alarm supervising station for an amount not-to-exceed **Four Hundred Twenty-Two Thousand Six Hundred Twenty-Nine Dollars ($422,629)**. The Parties have heretofore entered into that Amendment No. 1 dated April 6, 2021, Amendment No. 2 dated November 15, 2021, Amendment No. 3 dated June 20, 2022, Amendment No. 4 dated November 15, 2022, Amendment No. 5 dated February 21, 2023, Amendment No. 6 dated July 1,2023, Amendment No. 7 dated October 17, 2023, and Amendment No. 8. Dated June 6, 2024.

2.3 Amendment Authority. This Amendment No. 9 is authorized pursuant to Section 3.5.18 of the Agreement.

3. Terms.

3.1 Amendment. Section 3.1.1 and 3.3.1 of the Agreement is hereby amended in its entirety to read as follows:

> "3.1.1 General Scope of Service. Contractor 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 Security and Fire Alann Monitoring 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."

"3.3.1 Compensation. Contractor shall receive compensation, including authorize reimbursement, for all services rendered under this Agreement as described throughout this Agreement, including Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Million Four Hundred Forty-Four Thousand Nine Hundred and One Dollars ($1,444,901)** ("Total Compensation") without the City Manager's written approval. Extra Work may be authorized, as described under task list Exhibit "A", and if authorized, will be compensated at the rates and manner set forth in this Agreement."

Exhibit "A" is hereby revised adding Attachment A and incorporated herein by reference.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 9, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 9. From and after the date of this Amendment No. 9, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 9.

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. 9.

3.4 Severability. If any portion of this Amendment No. 9 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. 9 TO MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND BAY ALARM COMPANY

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 9 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

BAY ALARM COMPANY

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

5130 Commercial Circle
Concord, CA 94520

WWW.BAYALARM.COM
Sales: 1-800-610-1000
Service: 1-800-470-1000

6/19/2024

Adrian Escamilia
2500 S Archibald Ave
Ontario CA 91761

Dear Adrian,

Thank you for the opportunity to submit this Fire Alarm System proposal for your review and approval. The proposed System is based upon the applicable National Fire Protection Association (NFPA) and local codes and standards. I've outlined my recommendation for your installation and service investment into the following sections.

- Scope of Work Overview
- Equipment Requirements
- Customer Responsibility
- Financial Terms and Conditions
- Estimated Time Considerations

Bay Alarm has been protecting businesses for over 75 years. We take pride in partnering with our customers to protect their people, property, and businesses. Providing you with excellent service is my top priority – please let me know if I can answer any of your questions.

Sincerely,

Jacqueline Donahue
Government Representative- Enterprise Sales Division
Enterprise Sales Team
(714)337-6765
jacqueline.donahue@bayalarm.com

5130 Commercial Circle
Concord, CA 94520

WWW.BAYALARM.COM
Sales: 1-800-610-1000
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FIRE ALARM SYSTEM PROPOSAL

SCOPE OF WORK OVERVIEW

Intent of System

Bay Alarm proposes to prepare fire alarm shop drawings for City of Ontario review and approval for an existing fire alarm system located at **2500 S. Archibald Ave Ontario CA 91761.** This is an existing 2 story building undergoing tenant improvements. The tenant of the building will be the Ontario Police Department. The building information, occupancy type, and occupancy load is as follows:

Construction Type:	Occupancy Type:	Occupant Load:	Sq. Footage:
III-B (Fully Sprinklered)	A, B, I		

The intent of this system is to:

1. Provide annunciation to the fire alarm system for the Police Department

Installation Notes

Bay Alarm will install the wiring, devices, and program the system to be monitored by our UL Listed Supervising Station. All work is to be performed Mon-Fri 8a-5p, unless specifically stated otherwise. After the system has received the final sign off by the local AHJ (Authority Having Jurisdiction), Bay Alarm will provide ongoing monitoring and NFPA 72 testing per the Service Agreement. Monthly billing will commence and is due as soon as the system is being monitored by our Central Station, that is typically prior to final inspection.

Wiring from the control panel to the field devices and appliances will be concealed where possible (without opening walls, painting, or patching). If access to open framing, above T-bar ceiling or other easily accessible spaces are not an option, exposed red wiring may be required.

Testing will be required before and during the final inspection; this includes sounding the Notification Appliances which will disrupt standard business operation. Bay Alarm will provide notice to the owners, but all testing will be performed during normal business hours. If after hour or weekend testing is required, this needs to be pre-arranged and is subject to additional charges.

Bay Alarm will remove the old fire alarm devices. Conduit will be surface mounted and not painted. Wire mold is not included. Bay Alarm to connect to duct smoke detectors furnished and installed by others. The units shall be powered by others (Electrical Contractor). If required by local AHJ, the units shall be wired for global shut down. Bay Alarm will provide monitoring of any installed units. If units are located on the roof, owner or owner's contractor to provide roof penetrations for cabling access. Bay Alarm does not include roof penetrations in its scope of work unless specifically noted.

Access to all areas needing equipment and/or wiring is to be the responsibility of the contracted party. Any issues or time lost due to accessibility issues are ground for additional labor charges and might delay original project timelines.

Unless specifically noted in the agreement, charges for testing are calculated using normal business hour timeframes (M-F, 8a-5p). If the contracted party wishes to change this, after hour charges will apply.

BAY ALARM TO FURNISH AND INSTALLTHE FOLLOWING EQUIPMENT

DESCRIPTION	QUANTITY
BAY ALARM EQUIPMENT	
DUALCOM LTE FIRE ALARM RADIO	1
SILENT KNIGHT INTELLIKNIGHT 6 AM POWER MODULE	3
SYSTEM SENSOR STROBE 2 WIRE OUTDOOR WHITE	10
SYSTEM SENSOR CEILING HORN STROBE 2 WIRE WHITE	108
SYSTEM SENOR CEILING MOUNT OUTDOOR STROBE, WHITE	3
SYSTEM SENSOR CEILING STROBE 2 WIRE WHITE	122
SILENT KNIGHT INPUT MONITOR MODULE	34
SILENT KNIGHT 2 INPUT MONITOR MODULE	1
SILENT KNIGHT INPUT MINI - MONITOR MODULE	11
SILENT KNIGHT RELAY MODULE	11
FIRE ALARM LOCK OUT KIT	3
DOCUMENTATION CABINET	1
SIGN FACU INSIDE 8X10	1
SILENT KNIGHT HEAT DETECTOR W/BASE	1
SILENT KNIGHT SMOKE DETECTOR W/BASE	4
SURFACE MOUNT BACK BOX IN/OUT FOR BG-12	2
SILENT KNIGHT PULL STATION	24
SILENT KNIGHT FAULT ISOLATER MODULE	24
POWER SONIC 12V 7AMP BATTERY	8
PLAN TRACE SCAN AND REDRAW BUILDING	2
PLAN CHARGE – SHOP DESIGN /CAD SERVICES	1

BAY ALARM EQUIPMENT CONT.

AHJ FIRE FINAL	1
18/2 WIRE 1000 FT REEL BLACK	2
18/4 FIRE WIRE 1000 SPOOL	6
14/2 FIRE WIRE 100 FT BOX	10
LIFT SCISSOR (19-26) MONTHLY	2
CONDUIT PER 50 FEET	6
MISC. MATERIAL	361

BAY ALARM TO CONNECT TO EQUIPMENT FURNISHED AND INSTALLED BY OTHERS

DESCRIPTION	QUANTITY
SILENT KNIGHT ADDRESSABLE FIRE ALARM CONTROL PANEL	1
WATER FLOW SWITCHES	4
BUTTERFLY TAMPER SWITCH	3
PIVS	3
DUCT DETECTORS	18
OS&Y TAMPER SWITCH	2

CUSTOMER RESPONSIBILITY

You agree to provide access to the work site and to perform and bear the cost of any work necessary to afford access and to close up after Bay Alarm has performed its Scope of Work.

- Customer to supply a dedicated 120v circuit run in conduit from service panel to any Fire Alarm Control Units and any Remote Power Supply Units in the field. All circuits must be dedicated to the fire alarm system and also must have a Red Breaker.
- Customer to provide dedicated circuit in IDF room
- Fan, dampers, HVAC controls for interfaces should be considered an extra unless specifically mentioned and outlined above. (Provided and installed by Mechanical Contractor).
- Troubleshooting of problems associated with installation activities by others will be billed at current billing rate.
- Changes to plans after submittal to the Architect that require reengineering of system, will result in additional charges.
- All required CAD files are to be provided and shall be clean, free of excessive details and 1/8” scale. All XREFS and fonts must be provided. If multiple XREFS are used per drawing, all XREFS must be bound to a single drawing. If files are not clean, additional charges may be required for drawing clean up.
- Electrical contractor to provide all necessary conduits for devices required.
- This quotation is based on our best assessment/understanding of the needs for this project. Additional items, devices, controls or services, which may be required by others or to comply with codes, should be considered an extra unless specifically agreed to in writing.
- This quotation includes only those devices and services listed above.
- All warranty activity will be between the hours of 8:00am – 5:00pm Monday through Friday (except Holidays) only.
- Bay Alarm has no control over other trades and will not be responsible for any delays in construction or liquidated damages.

WE GOT YOU.

5130 Commercial Circle
Concord, CA 94520

WWW.BAYALARM.COM
Sales: 1-800-610-1000
Service: 1-800-470-1000

FINANCIAL TERMS AND CONDITIONS

It is the policy of Bay Alarm Company on all jobs in excess of $5,000 to file a 20-Day Notice intent to Lien. A Mechanic's Lien will be filed on the property if payment is not received at the time of final inspection. Upon receipt of funds, the appropriated lien release will be issued.

Purchase Price:	**$415,000.00**
Due with Contract (25%) Deposit must be received prior to the commencement of any work or ordering of any material/equipment	**$103,750.00**
Progress Billing (25%) **To be paid after the completion of 25% of work** *Rough Completion, including but not limited to wiring, predetermined devices, plans/permits, and all conduit stated by contract*	**$103,750.00**
Progress Billing (25%) **To be paid after the completion of 50% of work** *Rough Completion, including but not limited to wiring, predetermined devices, plans/permits, and all conduit stated by contract*	**$103,750.00**
Due upon Final Inspection and sign-off by local AHJ (25%):	**$103,750.00**
Estimated Sales Tax on Fixtures to be billed separately to customer:	**$7,628.54**
Any AHJ permit or submittal fees are not included and will be billed separately.	

Bay Alarm will enter into a separate agreement to provide:

Additional NFPA 72 Testing & Inspections *Billed Quarterly in Advance*	**$210.00/Month**
Full Service on Equipment due to Normal Wear and Tear *Billed Quarterly in Advance*	**$830.00/Month**
TOTAL MONTHLY COST	**$1,040.00/Month**

ESTIMATED TIME CONSIDERATIONS

Contracting Administration & Approval	**10 Days**
Fire Alarm Shop Drawing Production / CAD Conversion	**60 Days**
Authority Having Jurisdiction Plan Check / Permit Process	**60 Days**
Installation Scheduling (on approved plan check)	**10 Days**
Installation of System	**TBD**
Authority Having Jurisdiction Final Inspection	**10 Days**

Bay Alarm to retransmit fire alarm condition to the fire department having jurisdiction.

Customer understands and agrees that any additional protection required by the fire department will be charged to customer as an additional expense.

THANK YOU

This quotation is valid for 60 days from the date of presentation or as mutually extended by both parties.

Upon acceptance of this proposal, Bay Alarm will send over a formal contract for signature.

CITY OF ONTARIO
303 EAST B STREET | ONTARIO, CALIFORNIA 91764
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CITY CLERK

JAMES R. MILHISER
TREASURER

SCOTT OCHOA
CITY MANAGER

SECTION 00500 – CONTRACT FOR CONSTRUCTION

This Contract for Construction ("Contract"), No. D&C3-014 OPD RTIC & TI Improvements is made and entered as of _____, by and between City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, sometimes hereinafter called the "City" and **Wakeco, Inc.** sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

ARTICLE 1. SCOPE OF WORK.

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

D&C 23-014 OPD RTIC & T.I. Improvements

Contractor is an independent contractor and not an agent of the City. The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION.

Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within 365 calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE.

The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **Three Million Six Hundred Eleven Thousand Dollars**

(**$ 3,611,000**). Payment shall be made as set forth in the General Conditions. The City will pay to Contractor compensation based upon the prices set forth in the Bid Schedule.

ARTICLE 4. LIQUIDATED DAMAGES.

Contractor acknowledges that the City will sustain actual damages for each and every Day completion of the Project is delayed beyond the Contract Time. Because of the nature of the Project, it would be impracticable or extremely difficult to determine the City's actual damages. Accordingly, in accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum of $500.00 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Section does not exclude recovery of other damages specified in the Contract Documents. Liquidated damages may be deducted from progress payments due Contractor, Project retention or may be collected directly from Contractor, or from Contractor's surety. These provisions for liquidated damages shall not prevent the City, in case of Contractor's default, from terminating the Contractor.

Consistent with Public Contract Code Section 7102, Contractor will be compensated for damages incurred due to delays for which the City is responsible. The parties agree that determining Contractor's exact delay damages is and will continue to be impracticable and extremely difficult. As such, for each calendar day in excess of the Contract Time, the City shall pay to the Contractor $250.00 per day as Reverse Liquidated Damages and not as a penalty or forfeiture. Such amount shall constitute the only payment allowed for any City caused delays and shall necessarily include all overhead, all profits, all administrative costs, all bond costs, all labor, materials, equipment and rental costs and any other costs, expenses and fees incurred or sustained as a result of such delays. Notice of requests for delay damages and additional days shall be provided to the City within five (5) Days from the discovery of the circumstances giving rise to any delay or three (3) Days from the discovery of any latent or subsurface conditions giving rise to a delay.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT.

The "Contract Documents" include the following

Notice Inviting Bids
Instructions to Bidders
Bid Forms
Bid Acknowledgement
Bid Schedule
Bid Guarantee
Designation of Subcontractors
Information Required of Bidders
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor DIR Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
Contract for Construction

General Conditions
Special Conditions
Specifications
Addenda
Construction Plans and Drawings
Standard Specifications for Public Works Construction “Greenbook”, latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Reference Specifications
Any other documents contained in or incorporated into the Contract

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

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.

Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

ARTICLE 7. INDEMNIFICATION.

Contractor shall provide indemnification and defense as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES.

Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City’s Office or may be obtained online at http://www.dir.ca.gov and which must be posted at the job site.

ARTICLE 9. FALSE CLAIMS.

Contractor acknowledges that if a false claim is submitted to the City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys’ fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF ONTARIO

By: _____
Scott Ochoa
City Manager

ATTEST:

By: _____
Sheila Mautz, City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

Wakeco, Inc.

By: _____

Its: _____

Printed Name: _____

[DELETE THE FOLLOWING SIGNATURE LINE IF NOT **REQUIRED**]

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

[IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED]**

END OF CONTRACT

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, 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 of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

□ Individual
□ Corporate Officer

_____
Title(s)

□ Partner(s) □ Limited □ General
□ Attorney-In-Fact
□ Trustee(s)
□ Guardian/Conservator
□ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

SECTION 00610 – BOND FORMS

Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Ontario, with its principal place of business at 303 East "B" Street, Ontario, CA 91764, (hereinafter referred to as the "City") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for **Contract No.**_____, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, 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 Contractor, 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 and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, 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 shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by the City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under

the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

iii. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed 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 to the terms of the Contract Documents or to the Project.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___.

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is $_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____
_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, 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 of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

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COUNTY OF _____

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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.

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Signature of Notary Public

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CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of Attorney to local representatives of the bonding company must also be attached.

END OF PERFORMANCE BOND

Payment Bond (Labor and Materials).

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Ontario , with its principal place of business at 303 East "B" Street, Ontario, CA 91764 (hereinafter designated as the "City"), by action taken or a resolution passed _____ , 20_____, has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: **Contract No.**_____ (the "Project"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating

to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or the City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed 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 to the terms of Contract, including but not limited to, the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

Notary Acknowledgment

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STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, 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 of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

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COUNTY OF _____

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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.

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Signer is representing:
Name Of Person(s) Or Entity(ies)

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Title or Type of Document

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Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF PAYMENT BOND

SECTION 00700 – GENERAL CONDITIONS

ARTICLE 1 -TERMS; DEFINITIONS

1.1 Defined Terms

A. Whenever used in the Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined below, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. Act of God – An earthquake of magnitude of 3.5 or higher on the Richter scale or a tidal wave.

2. Addenda -- Written or graphic instruments issued prior to the submission of Bids which clarify, correct, or change the Contract Documents.

3. Additional Work -- New or unforeseen work will be classified as "Additional Work" when the Engineer determines that it is not covered by the Contract.

4. Applicable Laws -- The laws, statutes, ordinances, rules, codes, regulations, permits, and licenses of any kind, issued by local, state or federal governmental authorities or private authorities with jurisdiction (including utilities), to the extent they apply to the Work.

5. Bid -- The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices and other terms for the Work to be performed.

6. Bid Guarantee -- The Bid Bond, cashier's check, or certified check to be made by the Bidder, which is to accompany the Bid as a guaranty of good faith to enter into a written contract.

7. Bidder -- The individual or entity who submits a Bid directly to the City.

8. Change Order ("CO") -- A document that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Contract, in accordance with the Contract Documents and in the form contained in the Contract Documents.

9. Change Order Request ("COR") -- A request made by the Contractor for an adjustment in the Contract Price and/or Contract Times as the result of a Contractor-claimed change to the Work.

10. City's Representative – The City of Ontario, and acting through properly authorized agents, such as the Engineer or such other agents acting within the scope of the particular duties entrusted to them. Also sometimes referred to as the "City's Representative" or "Representative" in the Contract Documents. The terms the City and Owner may be used interchangeably

11. Claim -- A demand or assertion by the City or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

12. Contract -- The entire integrated written agreement between the City and Contractor concerning the Work. “Contract” may be used interchangeably with “Agreement” in the Contract Documents. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral, and includes all Contract Documents.

13. Contract Documents -- The documents listed in Section 00 52 13, Article 5 of the Contract for Construction. Some documents provided by the City to the Bidders and Contractor, including but not limited to reports and drawings of subsurface and physical conditions are not Contract Documents.

14. Contract Price -- Amount to be paid by the City to the Contractor as full compensation for the performance of the Contract and completion of the Work, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs.

15. Contract Time -- The number of days or the dates stated in the Contract Documents to: achieve defined milestones, if any; and to complete the Work so that it is ready for final payment.

16. Contractor -- The individual or entity with which the City has contracted for performance of the Work.

1. Contractor’s Designated On-Site Representative -- The Contractor’s Designated On-Site Representative will be identified by the Contractor and shall not be changed without prior written consent of the City.

2. Critical Supply Shortage -- An unusual shortage in materials that is (a) supported by documented proof that Contractor made every effort to obtain such materials from all available sources; (b) such shortage is due to the fact that such materials are not physically available from single or multiple sources or could have been obtained only at exorbitant prices entirely inconsistent with current and standard rates taking into account the quantities involved and the usual industry practices in obtaining such quantities; and (c) such shortages and the difficulties in obtaining alternate sources of materials could not have been known or anticipated by Contractor at the time it submitted its bid or entered the Contract. Market fluctuations in prices of materials, whether or not resulting from a Force Majeure Event, does not constitute a Critical Supply Shortage.

3. Day -- A calendar day of 24 hours measured from midnight to the next midnight.

4. Defective Work -- Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referenced in the Contract Documents.

5. Demobilization -- The complete dismantling and removal by the Contractor of all of the Contractor's temporary facilities, equipment, and personnel at the Site.

6. Drawings -- That part of the Contract Documents prepared by of the Engineer of Record which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor Submittals are not Drawings as so defined.

7. Effective Date of the Contract -- The date indicated in the Contract on which it becomes effective, but if no such date is indicated, it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.

8. Engineer -- Whenever not qualified, shall mean the City Engineer or the Engineer authorized to act for and in behalf of the City, acting either directly or through properly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them.

9. Force Majeure Event -- 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 occurring at the Site; (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 Work); (4) pandemics, epidemics or quarantine restrictions; (5) strikes and other organized labor action occurring at the Site and the effects thereof on the Work, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its Subcontractors, of every Tier, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (6) a Critical Supply Shortage. 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 the City in its capacity as a municipal authority.

10. Hazardous Waste -- The term "Hazardous Waste" shall have the meaning provided in Section 104 of the Solid Waste Disposal Act (42 U.S.C. § 6903) as amended from time to time, or any substance or material identified as hazardous under any state or federal statute governing handling, disposal and/or cleanup of any such substance or material, whichever is more restrictive.

11. Holiday – Holidays occur on:

    New Year's Day - January 1
    President's Day – Third Monday in February
    Memorial Day - Last Monday in May
    Independence Day - July 4
    Labor Day - First Monday in September
    Veteran's Day - November 11
    Thanksgiving Day - Fourth Thursday in November
    Friday after Thanksgiving
    Christmas Eve – December 24

Christmas Day - December 25
Day After Christmas – December 26
New Year's Eve – December 31

If any Holiday listed above falls on a Saturday, Saturday and the preceding Friday are both Holidays. If the Holiday should fall on a Sunday, Sunday and the following Monday are both Holidays.

12. Notice of Award -- The written notice by the City to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, the City will sign and deliver the Contract.

13. Notice of Completion -- The form which may be executed by the City constituting final acceptance of the Project.

14. Notice to Proceed -- A written notice given by the City to Contractor fixing the date on which the Contractor may proceed with the Work and when Contract Times will commence to run.

15. Project -- The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

16. Record Drawings – The record set of as-builts prepared by the Contractor during the Work in accordance with the requirements of the General Conditions.

17. Recyclable Waste Materials -- Materials removed from the Site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include, but are not limited to, asphalt, concrete, brick, concrete block, and rock.

18. Sample -- A physical example furnished by the Contractor to illustrate materials, equipment or workmanship; to establish standards by which the Work will be judged.

19. Schedule of Submittals -- A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to facilitate scheduled performance of related construction activities.

20. Shop Drawings -- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

21. Site -- Lands or areas indicated in the Contract Documents as being furnished by the City upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by the City which are designated for the use of Contractor.

22. Specifications -- That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as

applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

23. Stop Payment Notice -- A written notice as defined in Civil Code section 8044.

24. Subcontractor -- An individual or entity other than a Contractor having a contract with any other entity than the City for performance of any portion of the Work at the Site.

25. Submittal -- Written and graphic information and physical samples prepared and supplied by the Contractor demonstrating various portions of the Work.

26. Successful Bidder -- The responsible Bidder submitting a responsive Bid to whom the City makes an award.

27. Supplier -- A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment used in the performance of the Work or to be incorporated in the Work.

28. Underground Facilities -- All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

29. Unit Price Work -- Work to be paid for on the basis of unit prices as provided by the Contractor in its Bid or as adjusted in accordance with the Contract Documents.

30. Warranty -- A guarantee provided to the City by the Contractor that the Work will remain free of defects and suitable for its intended use for the period required by the Contract Documents or the longest period permitted by the law of this state, whichever is longer.

31. Work -- The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

1.2 Terminology.

A. The words and terms below are not defined but, when used in the Contract Documents, have the indicated meaning.

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment

to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. Regardless of whether “furnish,” “install,” “perform,” or “provide” is used in connection with services, materials, or equipment, an obligation of Contractor is implied.

B. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 -PRELIMINARY MATTERS

2.1 Delivery of Contract Documents

A. Within ten (10) Days after receipt of the Notice of Award and before the City will execute the Contract, the Contractor shall furnish and file with the City a signed Contract and the necessary Performance Bond, Payment Bond, and Certificates of Insurance and Endorsements, as well as any other documents specified in the Contract Documents.

2.2 Bonds

A. Contractor shall submit the bonds on the forms provided with the Contract Documents, duly executed by a responsible corporate surety admitted to transact surety business in the State of California, as defined in Code of Civil Procedure section 995.120, and listed in the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," authorized to do business in the State of California and acceptable to the City conditioned upon the faithful performance by the Contractor of all requirements of the Contract Documents. Each of the bonds shall be in a sum no less than one hundred percent (100%) of the Contract Price. Bonds shall be delivered to the City within ten (10) Days after receipt of the Notice of Award and before execution of the Contract by the City.

2.3 Evidence of Insurance

A. Prior to commencing any Work but no later than ten (10) Days after receipt of the Notice of Award, the Contractor shall submit or cause to be submitted any and all Certificates of Insurance and Endorsements, showing that the Contractor has the required insurance, to the attention of the City. Such insurance is to be provided at

the sole cost and expense of the Contractor. No Work shall be performed until all of the required insurance has been received and approved.

2.4 Execution of the Contract

A. Upon receipt of the required Contract Documents, the City will execute the Contract, establishing the Effective Date of the Contract.

2.5 Contractor's Failure to Perform

A. Should Contractor fail to comply with timelines provided above, the City shall retain the right to enforce and collect on the Contractor's Bid Guarantee, rescind award to the Contractor and award the Contract to the next lowest responsive, responsible bidder as determined by the City. If the City elects to accept bonds and insurance submitted late, the Contract Times will begin to run as of the date stated in the Notice to Proceed. However, the number of days beyond the original ten (10) Days it took to receive the properly executed Contract and related items may be deducted from the Contract Times.

2.6 Commencement of Contract Times; Notice to Proceed

A. The City will not issue a Notice to Proceed until after the Effective Date of the Contract. Work shall commence within ten (10) Days of the date stated in the Notice to Proceed. The Contract Times begin to run on the date specified in the Notice to Proceed. No Work shall be done at the Site prior to the issuance of the Notice to Proceed.

2.7 Copies of Documents

A. Contractor will be furnished, free of charge, five (5) copies of the Contract Documents. Additional copies may be obtained at cost of reproduction. Contractor shall maintain a clean, undamaged set of Contract Documents, including Submittals, at the Project site.

2.8 Substitution Requests, Schedule of Submittals, and Schedule

A. Substitution Requests. Within thirty-five (35) days of Contract award (unless otherwise specified in the Contract Documents), Contractor shall provide all substitution requests as further described in the General Conditions.

B. Schedule of Submittals. Within five (5) Days after the issuance of the Notice of Proceed (unless otherwise specified in the Contract Documents), Contractor shall submit to the City a Schedule of Submittals that conforms with the requirements of Section 00 72 00, Article 5.21.

C. Schedule. Within ten (10) days after the issuance of the Notice of Proceed (unless otherwise specified in the Contract Documents), the Contractor shall submit a construction schedule that conforms with the requirements of Section 00 72 00, Article 8.2.

2.9 Preconstruction Conference; Designation of Authorized Representatives.

A. Before any Work at the Site is started, a conference attended by the City, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to herein, procedures for handling Submittals and Shop Drawings, processing applications for payment, and maintaining required records.

B. At this conference the City and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.10 Subcontractor Mobilization Meeting.

A. Prior to the start of each major Subcontractor's Site Work, the Contractor, the involved Subcontractor, and Engineer shall attend a pre-start meeting to discuss the schedule, coordination, procedures, and other administrative issues.

2.11 Authority of Council; Engineer

A. The City Council has the final authority in all matters affecting the Work. Within the scope of the Contract, the Engineer has the authority to enforce compliance with the Contract Documents. The Contractor shall promptly comply with instructions from the Engineer.

B. The decision of the Engineer is final and binding on all questions relating to:

1. quantities;

2. acceptability of material, equipment, or work;

3. execution, progress or sequence of work;

4. interpretation of the Plans, Specifications, or other Contract Documents; and

5. Any other areas specifically identified in the Contract Documents or under the law.

C. Compliance with instructions from the Engineer shall be a condition precedent to any payment under the Contract, unless otherwise ordered by the City Council.

2.12 Mobilization

A. When a Bid item is included in the Bid Schedule for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate. When no bid item is provided for mobilization payment for such costs will be deemed to be included in the other items of the Work.

B. Payment for mobilization based on the lump sum provided in the Bid Schedule, shall constitute full compensation for all such Work. No payment for mobilization will be made until all of the listed items have been completed to the satisfaction of the Engineer. The scope of the Work included under mobilization shall include, but shall not be limited to, the following principal items:

1. Obtaining and paying for all bonds, insurance, and permits.

2. Moving on to the Project Site of all Contractor's plant and equipment required for the first month's operations.

3. Installing temporary construction power, wiring, and lighting facilities, as applicable.

4. Establishing fire protection system, as applicable.

5. Developing and installing a construction water supply, as applicable.

6. Providing and maintaining the field office trailers for the Contractor, if necessary, and the Engineer (if specified), complete, with all specified furnishings and utility services.

7. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.

8. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.

9. Arranging for and erection of Contractor's work and storage yard.

10. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.

11. Full-time presence of Contractor's superintendent at the job Site as required herein.

12. Submittal of construction schedule as required by the Contract Documents.

ARTICLE 3 -CONTRACT DOCUMENTS; INTENT

3.1 Examination of Drawings, Specifications, and Site of Work

A. Examination of Contract Documents; Site. Before commencing any portion of the Work, Contractor shall again carefully examine all applicable Contract Documents, the Project Site, and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall

immediately notify the Engineer of any potential error, inconsistency, ambiguity, conflict, or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any Subcontractor proceed with Work if uncertain as to the applicable requirements.

B. Additional Instructions. After notification of any error, inconsistency, ambiguity, conflict, or lack of detail or explanation, the Engineer will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.

C. Quality of Parts, Construction and Finish. All parts of the Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish.

D. Contractor's Variation from Contract Document Requirements. If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all Applicable Laws, the Engineer may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

3.2 Intent of Contract Documents

A. The Contract Documents are complementary; what is required by any one will be binding as if required by all. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to the City.

B. The Contractor shall furnish, unless otherwise provided in the Contract Documents, all materials, implements, machinery, equipment, tools, supplies and labor necessary to the prosecution and completion of the Project.

C. Clarifications and interpretations of the Contract Documents shall be issued by the Engineer as provided in these General Conditions.

D. If utilities to equipment/fixtures are not shown but are necessary to operate the equipment/fixtures, the utilities service installation is considered to be part of the Work. The implied Work will conform to the appropriate sections of the Contract Documents.

E. Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

3.3 Reference Standards.

A. Standards, Specifications, Codes, Laws, and Regulations.

1. Reference to federal specifications, federal standards, other standards, specifications, manuals, or codes of any technical society, organization, or association, or to Applicable Laws, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Applicable Laws in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of the City, Contractor, or any of their Subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to the City, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.4 Reporting and Resolving Discrepancies; Order of Precedence.

A. Reporting Discrepancies.

1. The Contract Documents are intended to be fully cooperative and complementary. Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to the City any conflict, error, ambiguity, or discrepancy which Contractor discovers, should have discovered, or has actual knowledge of, and shall obtain a written interpretation or clarification from the City before proceeding with any Work affected thereby. If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (i) any Applicable Law, (ii) any standard, specification, manual, or code, or (iii) any instruction of any Supplier, then Contractor shall promptly submit a written Request for Information (RFI) to the City. Contractor shall not proceed with the Work affected thereby (except in an emergency) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in the Contract Documents, and any Work performed by Contractor before receipt of an amendment or supplement shall be at Contractor's own risk.

B. Order of Precedence.

1. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:

a. Permits from other agencies as may be required by law

b. Change Orders, most recent first

c. Contract

d. Addenda, most recent first

e. Special Conditions

f. Specifications

g. Construction Plans and Drawings(Contract Drawings)

h. General Conditions

i. Instructions to Bidders

j. Notice Inviting Bids

k. Contractor's Bid (Bid Forms)

l. Standard Specifications for Public Works Construction "Greenbook" latest edition (Sections 1-9 Excluded)

m. Applicable Local Agency Standards and Specifications

n. Standard Drawings

o. Reference Documents

2. With reference to the Drawings the order of precedence shall be as follows:

a. Figures govern over scaled dimensions

b. Detail drawings govern over general drawings

c. Addenda/Change Order drawings govern over Drawings

d. Contract Drawings govern over Standard Drawings

e. Contract Drawings govern over Shop Drawings

3. Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard, higher quality and most expensive shall always apply.

3.5 Amending and Supplementing Contract Documents.

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof only by Change Order or written amendment to the Contract duly executed by the parties.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized at no cost to the City, by one or more of the following ways:

1. The City's review of a Submittal, Shop Drawing, Sample or substitution request without exception (subject to the provisions of the Contract Documents); or

2. The City's issuance of a response to an RFI.

C. However, no review or RFI response will reduce or modify the Contractor's obligation to fully satisfy and comply with the requirements of the Contract Documents.

3.6 Reuse of Documents.

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer of Record or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of the City and Engineer of Record and specific written verification or adaptation by Engineer of Record.

B. The prohibitions of this Article will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 -INDEMNIFICATION; INSURANCE

4.1 Indemnification

A. To the fullest extent permitted by law, Contractor shall immediately defend (with counsel of the City's choosing), indemnify and hold harmless the City, its officials, officers, agents, employees, and representatives, and each of them from and against:

1. Any and all claims, demands, causes of action, costs, expenses, injuries, losses or liabilities, in law or in equity, of every kind or nature whatsoever, but not limited to, injury to or death, including wrongful death, of any person, and damages to or destruction of property of any person, arising out of, related to, or in any manner directly or indirectly connected with the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses, however caused, regardless of whether the allegations are false, fraudulent, or groundless, and regardless of any negligence of the City or its officers, employees, or authorized volunteers (including passive negligence),

except the sole negligence or willful misconduct or active negligence of the City or its officials, officers, employees, or authorized volunteers.

2. Contractor's defense and indemnity obligation herein includes, but is not limited to damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's Work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements.

3. Any and all actions, proceedings, damages, costs, expenses, fines, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;

4. Any and all losses, expenses, damages (including damages to the Work itself), attorney's fees, and other costs, including all costs of defense which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under Contract. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

B. Contractor shall immediately defend, at Contractor's own cost, expense and risk, with the counsel of the City choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its officials, officers, agents, employees and representatives. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse the City, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code section 2782.

C. The provisions of this Article shall survive the termination of this Contract howsoever caused, and no payment, partial payment, or acceptance of occupancy in whole or part of the Work shall waive or release any of the provisions of this Article.

4.2 Insurance

The Contractor shall obtain, and at all times during performance of the Work of Contract, maintain all of the insurance described in this Article. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required hereunder. Contractor shall not allow any Subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Article. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause. Contractor shall furnish the City with original certificates of insurance and endorsements effective coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for

each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms acceptable to the City. All certificates and endorsements must be received and approved by the City before Work commences.

A. **Additional Insureds; Waiver of Subrogation**. The City, its officials, officers, employees, agents and authorized volunteers shall be named as Additional Insureds on Contractor's All Risk policy and on Contractor's and its subcontractors' policies of Commercial General Liability and Automobile Liability insurance using, for Contractor's policy/ies of Commercial General Liability insurance, ISO CG forms 20 10 and 20 37 (or endorsements providing the exact same coverage, including completed operations), and, for subcontractors' policies of Commercial General Liability insurance, ISO CG form 20 38 (or endorsements providing the exact same coverage). Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, all available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as Additional Insureds hereunder. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against the City, its officers, officials**,** agents, employees or volunteers or shall specifically allow Contractor - or others providing insurance evidence in compliance with these specifications - to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subcontractors. Copies of these waivers shall be submitted to the City prior to commencement of work.

B. **Workers' Compensation Insurance**. The Contractor shall provide workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Site, and, in case of any sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. The Contractor shall file with the City certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the City, if in the form and coverage as set forth in the Contract Documents.

C. **Employer's Liability Insurance**. Contractor shall provide Employer's Liability Insurance, including Occupational Disease, in the amount of at least one million dollars ($1,000,000.00) per person per accident. Contractor shall provide the City with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the City.

D. **Commercial General Liability Insurance**. Contractor shall provide "occurrence" form Commercial General Liability insurance coverage at least as broad as the most current ISO CGL Form 00 01, including but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury which may arise from or out of Contractor's operations, use, and management of the Site, or the performance of its obligations hereunder. The policy shall not contain any exclusion contrary to this Contract including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 39); or (2) cross-liability for claims or suits against one insured against another. Policy limits shall not be less than $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limits.

1. Such policy shall comply with all the requirements of this Article. 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 Contractor from liability in excess of such coverage, nor shall it limit Contractor'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 Contract Documents or law.

2. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.

3. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions relating to liability for injury to or death of persons and damage to property.

4. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the City may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.

5. All policies of general liability insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

E. **Automobile Liability Insurance**. Contractor shall provide Automobile Liability Insurance at least as broad as ISO CA 00 01 (Any Auto) in the amount of, at least, two million dollars ($2,000,000) per accident for bodily injury and property damage. Such insurance shall provide coverage with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible, in a form and with insurance companies acceptable to the City. All policies of automobile insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

1. The named insureds shall be Contractor, all Subcontractors of any tier (excluding those solely responsible for design work), suppliers, and the City, its elected officials, officers, employees, agents and authorized volunteers, as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the Work following acceptance by the City.

2. Policy shall be provided for replacement value on an "all risk" basis. There shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. Such insurance shall be on a form acceptable to the City to ensure adequacy and sublimit.

3. In addition, the policy shall meet the following requirements:

a. Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.

b. Coverage shall include all materials stored on site and in transit.

c. Coverage shall include Contractor's tools and equipment.

d. Insurance shall include boiler, machinery and material hoist coverage.

F. Contractor shall require all tiers of Subcontractors working under this Contract to provide the insurance required under this Article unless otherwise agreed to in writing by the City. Contractor shall make certain that any and all Subcontractors hired by Contractor are insured in accordance with this Contract. If any Subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the City harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the City as a result thereof.

G. Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, if Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

H. **Form and Proof of Carriage of Insurance**

1. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the City's Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VII. Insurance deductibles or self-insured retentions must be declared by the Contractor. At the election of the City the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a "follow form" endorsement satisfactory to the City indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.

2. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or cancelled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, officers, agents, employees, and volunteers.

3. The Certificates(s) and policies of insurance shall contain or shall be endorsed to contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) days written notice be given to the City prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the City may terminate the Contract or stop the Work in accordance with the Contract Documents, unless the City receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Site, or commence operations under this Contract until the City has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Article. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

4. The Certificate(s) of Insurance, policies and endorsements shall so covenant and shall be construed as primary, and the City's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

5. The City reserves the right to adjust the monetary limits and types of insurance coverages during the term of this Contract including any extension thereof if, in the City's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.

6. Contractor shall report to the City, in addition to the Contractor's insurer, any and all insurance claims submitted by the Contractor in connection with the Work under this Contract.

7. Products/completed operations coverage shall extend a minimum of three years after the project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The City, its officers, officials, agents employees, and volunteers shall be included as insureds under the policy.

ARTICLE 5 -CONTRACTOR RESPONSIBILITIES; REGULATORY REQUIREMENTS

5.1 Applicable Laws

A. Contractor shall give all notices required by and shall comply with all Applicable Laws applicable to the performance of the Work. Except where otherwise expressly required by Applicable Laws, neither the City nor the City's Representative shall be responsible for monitoring Contractor's compliance with any Applicable Laws. If Contractor performs any Work knowing or having reason to know that it is contrary to Applicable Laws, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work.

5.2 Permits and Licenses

A. Permits and licenses necessary for prosecution of the Work shall be secured and paid for by Contractor, including, but not limited to, excavation permit, for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than the City, unless otherwise specified in the Contract Documents.

B. The Contractor shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the specifications, drawings, or by governing authorities, except for such off-site inspections delineated as the City's responsibility pursuant to the Contract Documents.

C. Before acceptance of the Work, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the City.

5.3 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid in accordance with the Applicable Laws of the place of the Project which are applicable during the performance of the Work. In accordance with Revenue and Taxation Code section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

5.4 Traffic Control

A. Traffic control plans, if required, shall be prepared at Contractor's expense. Traffic control shall be performed at Contractor's expense in accordance with the requirements of the City and/or the local agency with jurisdiction. Costs for traffic control plans, implementation of traffic control, or traffic signal services required by the City shall be included in the Contractor's Bid.

B. All warning signs and safety devices used by the Contractor to perform the Work shall conform to the requirements contained in the State of California, Department of Transportation's current edition of "Manual of Traffic Controls for Construction and Maintenance Work Zones" or to the requirements of the local agency. The Contractor shall also be responsible for all traffic control required by the agency having jurisdiction over the Project on the intersecting streets. Contractor must submit a traffic control plan to the agency having jurisdiction over the Project for approval prior to starting Work.

C. The Contractor's representative on the site responsible for traffic control shall produce evidence that he/she has completed training acceptable to the California Department of Transportation for safety through construction zones. All of the streets in which the Work will occur shall remain open to traffic and one lane of traffic maintained at all times unless otherwise directed by the agency of jurisdiction. Businesses and residences adjacent to the Work shall be notified forty-eight (48) hours in advance of closing of driveways. The Contractor shall make every effort to minimize the amount of public parking temporarily eliminated due to construction in areas fronting businesses. No stockpiles of pipe or other material will be allowed in traveled right-of-ways after working hours unless otherwise approved by the Engineer.

5.5 Safety

A. Contractor shall be solely responsible for all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety laws. Contractor shall comply with all Applicable Laws relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when

prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

B. The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 *et seq*.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. The Contractor shall ensure the availability of emergency medical services for its employees in accordance with California Code of Regulations, Title 8, Section 1512. The Contractor shall submit an Illness and Injury Prevention Program and a Project Site specific safety program to the City prior to beginning Work. Contractor shall maintain a confined space program that meets or exceeds the City's standards. Contractor needs to make themselves aware of the City's safety policies and procedures, and shall meet or exceed all City standards in areas where the City must enter to perform inspections.

C. Hazard Communication Programs. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Applicable Laws.

5.6 Hazardous Materials

A. The City shall not be responsible for any Hazardous Waste brought to the site by the Contractor. If the Contractor: (i) introduces and/or discharges a Hazardous Waste onto the site in a manner not specified by the Contract Documents; and/or (ii) disturbs a Hazardous Material identified in the Contract Documents, the Contractor shall hire a qualified remediation contractor at Contractor's sole cost to eliminate the condition as soon as possible. Under no circumstance shall the Contractor perform Work for which it is not qualified. The City, in its sole discretion, may require the Contractor to retain at Contractor's cost an independent testing laboratory.

B. If the Contractor encounters a Hazardous Waste which may cause foreseeable injury or damage, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such material or substance (except in an emergency situation); and (iii) notify the City (and promptly thereafter confirm such notice in writing).

C. Subject to Contractor's compliance with this Article 5.6(B), the City shall verify the presence or absence of the Hazardous Waste reported by the Contractor, except as qualified under Article 5.6(A) and Article 5.6(B) in the event such material or substance is found to be present, verify that the levels of the hazardous material are below OSHA Permissible Exposure Levels and below levels which would classify the material as a state of California or federal hazardous waste. When the material falls below such levels, Work in the affected area shall resume upon direction by the City.

D. Contractor shall indemnify and hold harmless the City from and against claims, damages, losses and expenses, arising from a Hazardous Waste on the Project Site, if such Hazardous Waste exceeded OSHA Permissible Exposure Levels or levels

which would classify the material as a state of California or federal hazardous waste, and was either i) shown on the Contract Documents or information available to bidders; or (ii) brought to the site by Contractor. Nothing in this paragraph shall obligate the Contractor to indemnify the City in the event of the sole or active negligence or willful misconduct of the City, its officers, agents, or employees.

5.7 Sanitary Facilities.

A. Contractor shall provide sanitary temporary toilet buildings and hand washing facilities for the use of all workers. All toilets and hand washing facilities shall comply with local codes and ordinances. Toilets shall be placed inside sealed secondary containment devices installed on a flat, level surface. Accumulated liquids in the secondary containment devices shall be properly removed and legally disposed without spillage onto the ground. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets and hand washing facilities shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by Cal/OSHA regulations. The toilets and hand washing facilities shall be maintained in a sanitary condition at all times. Use of toilet and hand washing facilities in the Work under construction shall not be permitted. Any other sanitary facilities required by Cal/OSHA shall be the responsibility of the Contractor.

5.8 Dust Control

A. Contractor, at its expense, shall maintain all excavations, embankments, haul roads, permanent access roads, plant sites, waste disposal areas, borrow areas, and all other work areas free from dust. Industry accepted methods of dust control suitable for the area involved, such as sprinkling, chemical treatment, light bituminous treatment or similar methods, will be permitted.

5.9 Air Pollution Control

A. Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

B. Without limiting the foregoing, Contractor 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 Air Quality Management District with jurisdiction over the Project and/or California Air Resources Board (CARB). Contractor shall specifically be aware of the application of these limits and requirements to "portable equipment", which definition includes any item of equipment with a fuel-powered engine. Contractor shall indemnify the City against any fines or penalties imposed by the air quality management district, CARB, or any other governmental or regulatory agency for its violations of Applicable Laws as well as those of its subcontractors or others for whom Contractor is responsible under its indemnity obligations provided for in the Contract Documents.

5.10 Water Quality Management and Compliance

A. Storm, surface, ground, nuisance, or other waters may be encountered at various times during construction of the Work. The Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

B. Contractor 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 Work including, without limitation, all applicable provisions regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 13000 et seq.); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. These include, but are not limited to California State Water Resources Control Board Order Number 2009-0009-DWQ (NPDES Permit No. CAS000002), as amended by Order Numbers 2010-0014-DWQ, 2012-0006-DWQ, and any subsequent amendment to or renewal thereof, State Water Resources Control Board Order No. 2013-0001-DWQ (NPDES Order No. CAS000004), Santa Ana Regional Water Quality Control Board No. R8-2010-0036 (NPDES No. CAS618036), and any amendment or renewal thereof.

C. Contractor shall comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Construction General Permit") for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. Contractor shall comply with the lawful requirements of the City, and any other applicable municipality, drainage district, or other local agency with jurisdiction over the location where the Work is to be conducted, regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

D. Unless otherwise specified in the Special Conditions or other portion of the Contract Documents, the City has not prepared a Storm Water Pollution Prevention Plan ("SWPPP") or other storm water compliance plan for the Project Site. Contractor shall be responsible for filing the Notice of Intent ("NOI") and for obtaining coverage under the Construction General Permit. This includes filing all necessary documentation including the Permit Registration Documents ("PRDs") through the Stormwater Multiple Applications and Report Tracking System ("SMARTS"); preparing and implementing a SWPPP for the Work site; implementing all other provisions, and monitoring and reporting requirements required by the Construction General Permit; and providing a Qualified SWPPP Developer ("QSD") and Qualified SWPPP Practitioner ("QSP"), as necessary for all Work site activities, including but not limited to preparation and submittal of all reports, plans, inspections, and monitoring information in compliance with the Construction General Permit. All submittals shall be coordinated with the City's Legally Responsible Person and Authorized Signatory as those terms are defined in the Construction General Permit.

Before any NOI, PRD, SWPPP, or other Construction General Permit-related document may be submitted to the State Water Board or implemented on the Project site, it must first be reviewed and approved by the City and/or City's designee. Contractor shall include all costs of compliance with specified requirements in the Contract Price.

E. The City retains the right to develop its own documentation for the Project site, including but not limited to the SWPPP, and in the alternative may require Contractor to adopt and implement portions of the City developed SWPPP. The City expressly reserves the right to procure coverage under the Construction General Permit for the Work site if Contractor fails to draft satisfactory PRDs or SWPPP or otherwise fails to proceed in a manner that complies with the requirements of the Construction General Permit. The City additionally reserves the right to hire additional contractors to maintain compliance at the Work site. Whether Contractor has adequately maintained compliance with the Construction General Permit shall be the City's sole determination. Any costs incurred by the City in procuring coverage under the Construction General Permit, or drafting and/or implementing a SWPPP for the Work site shall be paid by Contractor.

F. Notwithstanding the above, for those Work sites where construction activity results in the disturbance of less than one acre of total land area and/or do not need coverage under the Construction General Permit, the Contractor shall be responsible for preparing and implementing an Erosion and Sediment Control Plan in accordance with State Water Resources Control Board Order No. 2013-0001-DWQ (NPDES Order No. CAS000004) and any amendment to or renewal thereof.

G. Failure to comply with the Construction General Permit, laws, regulations, and ordinances listed in this Article is a violation of federal and state law. Notwithstanding any other indemnity contained in these Contract Documents, Contractor agrees to indemnify and hold harmless the City, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, fees, costs, expenses, or losses or liabilities of any kind or nature which the City, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit, laws, regulations, and ordinances listed above, arising out of or in connection with the Work, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

H. The City reserves the right to defend any enforcement action or civil action brought against the City for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the City for the costs associated with, any settlement reached between the City and any relevant enforcement entity.

5.11 Environmental Quality Protection

A. The Contractor shall comply with all requirements of applicable federal, state, and local environmental rules and regulations. Any infractions of said rules and regulations by the Contractor during the term of the Contract, which result in

penalties, will be the responsibility of the Contractor. The City operates under a number of environmental permits issued by various agencies. If due to an action, inaction, or negligence by the Contractor, the City becomes subject to non-compliance penalties, the cost of such penalties shall be borne by the Contractor.

B. The Contractor shall exercise care to preserve the natural landscape and vegetation, and shall conduct operations so as to prevent unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the Work. Movement of crews and equipment within the rights-of-way and over routes provided for access to the Work shall be performed in a manner to prevent damage to property. When no longer required, construction roads shall be restored to original contours. Upon completion of the Work, and following removal of construction facilities and required cleanup, land used for construction purposes and not required for the completed installation shall be scarified and regraded, as required, so that all surfaces are left in a condition that will facilitate natural revegetation, provide for proper drainage, and prevent erosion.

C. If, in the performance of the Work, evidence of the possible occurrence of any Federally listed threatened or endangered plant or animal is discovered, the Contractor shall notify the City Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to City within two (2) Days. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the endangered plant or animal. If directed by the City Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Any City directed changes to the Work as a result of a siting will be pursuant to the Contract Documents. Any costs or delays incurred by City or the Contractor due to unreasonable or false notification of an endangered plant or animal will be borne by the Contractor.

D. If, in the performance of the Work, Contractor should unearth cultural resources (for example, human remains, animal bones, stone tools, artifacts and/or midden deposits) through excavation, grading, watering or other means, the Contractor shall notify the construction/archeological monitor and/or the City Representative immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to the construction/archeological monitor and/or City within two (2) Days. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the cultural resource. If directed by the City Representative, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or re-sequence and/or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Should the presence of cultural resources be confirmed, the Contractor will assist the City Representative and the construction/archeological monitor in the preparation and implementation of a data recovery plan. The Contractor shall provide such cooperation and assistance as may be necessary to preserve the cultural resources for removal or other disposition. Any City directed changes to the Work as a result of the cultural resource will be pursuant to the Contract Documents. Should

Contractor, without permission, injure, destroy, excavate, appropriate, or remove any cultural resource on or adjacent to the Site, it will be subject to disciplinary action, arrest and penalty under applicable law. The Contractor shall be principally responsible for all costs of mitigation and/or restoration of cultural resources related to the unauthorized actions identified above. Contractor shall be required to pay for unauthorized damage and mitigation costs to cultural resources (historical and archeological resources) as a result of unauthorized activities that damage cultural resources and shall indemnify City pursuant to the Contract Documents.

5.12 Excessive Noise

A. Contractor shall use only such equipment on the Work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by Cal/OSHA. Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements.

B. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

5.13 Diversion of Recyclable Waste Material

A. In compliance with the applicable City's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers as required for compliance with the local jurisdiction's waste diversion ordinances. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. Contractor shall complete and execute any certification forms required by the City or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

5.14 Inspector's Field Office.

A. If required by the City, the Contractor shall be responsible for providing the inspector's field office. The office shall be a substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key type lock or padlock clasp. The office shall have heating and air conditioning and shall be equipped with a telephone, a telephone answering machine, an ability to connect to the internet, and a fax machine at Contractor's expense. The field office shall be provided within 20 Days of the Notice to Proceed.

B. A table satisfactory for the study of plans and two chairs shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, local

telephone service, and adequate heat and air conditioning for the field office until authorized removal.

5.15 Contractor's Supervision.

A. Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent acceptable to the City. Superintendent must be able to proficiently speak, read and write in English and shall have the authority to make decisions on behalf of the Contractor. Contractor shall continuously provide efficient supervision of the Project.

5.16 Workers.

A. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.

B. Any person in the employ of the Contractor whom the City may deem incompetent or unfit shall be dismissed from the Work and shall not be employed on this Project.

5.17 Independent Contractors.

A. Contractor shall be an independent contractor for the City and not an employee. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, or agents of the City and are not entitled to benefits of any kind normally provided employees of the City, including but not limited to, state unemployment compensation or workers' compensation. Contractor assumes full responsibility for the acts and omissions of its employees or agents related to the Work.

5.18 Verification of Employment Eligibility.

A. By executing the Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors, sub-subcontractors and consultants to comply with the same. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor and that any of the following shall be grounds for the City to terminate the Contract for cause: (1) failure of the Contractor or its Subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in this Article; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

5.19 Labor.

A. Hours of Work

1. As provided in Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, Contractor stipulates that eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract is limited and restricted to eight (8) hours during any one calendar day and 40 hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

2. The Contractor and every Subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the City and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

3. The Contractor shall pay to the City a penalty of twenty-five dollars ($25.00) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

4. Any work necessary to be performed after regular working hours, or on Saturdays and Sundays or other holidays, shall be performed without additional expense to the City.

5. If Contractor gives notice of an inspection pursuant to the Contract Documents, the City will provide inspection during normal working hours from 7:00 a.m. to 3:30 p.m. Monday through Friday. Requested inspections before or after this time will be charged to the Contractor as reimbursable inspection time. Inspections on weekends requires two (2) Days' notice for review and approval. Upon written request and approval the 8.5 hour working day may be changed to other limits subject to city/county ordinance.

6. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project Site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on City-observed Holidays, unless otherwise approved by the City:

a. Powered Vehicles

b. Construction Equipment

c. Loading and Unloading Vehicles

d. Domestic Power Tools

B. Payroll Records; Labor Compliance

1. Pursuant to Labor Code section 1776, Contractor and all subcontractors shall maintain weekly certified payroll records, showing the names, addresses, Social Security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by them in connection with the Work under this Contract. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require Subcontractor(s) to certify weekly payroll records under penalty of perjury.

2. In accordance with Labor Code section 1771.4, the Contractor and each Subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on the specified interval and format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3. Any stop orders issued by the DIR against Contractor or any Subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor 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 Contractor or any Subcontractor.

4. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the City. The Contractor shall also provide the following:

a. A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

b. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the DIR.

5. Unless submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.

6. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, the City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or

obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or performing the Contract shall not be marked or obliterated.

7. In the event of noncompliance with the requirements of this Article, the Contractor shall have ten (10) Days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, the Contractor shall pay a penalty of one hundred dollars ($100.00) to the City for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payment then due.

8. The responsibility for compliance with this Article shall rest upon the Contractor.

C. Prevailing Rates of Wages

1. The Contractor is aware of the requirements of Labor Code sections 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 certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov. In the alternative, the Contractor may view a copy of the prevailing rate of per diem wages which are on file at the City's Administration Office and shall be made available to interested parties upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.

2. The Contractor shall forfeit as a penalty to the City not more than Two Hundred Dollars ($200.00), pursuant to Labor Code section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the DIR for such work or craft in which such worker is employed for any public work done under the Contract by it or by any Subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

3. Contractor shall post, at appropriate conspicuous points on the Project Site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

D. Public Works Contractor Registration

1. Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its Subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all Subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

E. Employment of Apprentices

1. Contractor and all Subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices.

2. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

3. Knowing violations of Labor Code section 1777.5 will result in forfeiture not to exceed one hundred dollars ($100.00) for each calendar day of non-compliance pursuant to Labor Code section 1777.7.

F. Nondiscrimination/Equal Employment Opportunity

1. Pursuant to Labor Code section 1735 and other applicable provisions of law, the Contractor and its Subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law.

G. Debarment of Contractors and Subcontractors

1. Contractors or Subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to

Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

5.20 Subcontracts.

A. Contractor agrees to bind every Subcontractor to the terms of the Contract Documents as far as such terms are applicable to Subcontractor's portion of the Work. Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the City.

B. The City reserves the right to accept all subcontractors. The City's acceptance of any Subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.

C. Prior to substituting any Subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

5.21 Progress Meetings

A. The Contractor shall schedule and hold regular progress meetings at least weekly and at other times as requested by Engineer or as required by progress of the Work. The Contractor, City, and all Subcontractors active on the Site shall attend each meeting. Contractor may at its discretion request attendance by representatives of its Suppliers, manufacturers, and other Subcontractors. The City will preside at the progress meetings and will arrange for keeping and distributing the minutes. The purpose of the meetings is to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop. During each meeting, the Contractor shall present any issues which may impact its progress with a view to resolve these issues expeditiously.

5.22 Submittals

A. Schedule of Submittals. Within five (5) Days after the Notice to Proceed (unless otherwise specified in the Contract Documents), Contractor will prepare and deliver a Schedule of Submittals to the City that has been fully integrated with the progress schedule and identifies each Submittal required by the Contract Documents as well as the date on which Contractor will deliver each Submittal to the City. Each Submittal must be delivered to the City at least thirty (30) Days prior to the date the material or equipment is scheduled to be incorporated into the Work. The Contractor is responsible for any schedule delays resulting from the Submittal process.

B. Submittal Procedures.

1. Contractor will follow the following procedures for each Submittal, Shop Drawing and Sample required by the Contract Documents:

   a. Submittals must be transmitted electronically.

   b. Transmittals will be sequentially numbered. Contractor to mark revised Submittals with original number and sequential alphabetic suffix.

   c. Each Submittal will identify the Project, Contractor, Subcontractor and Supplier, pertinent Drawing and detail number, and Specification Section number appropriate to Submittal.

   d. By transmitting a Submittal, Contractor certifies it has reviewed and approved each Submittal, verified products required, field dimensions, adjacent construction Work, and that coordination of information is according to requirements of the Work and Contract Documents.

   e. Identify variations in Contract Documents and product or system limitations that may differ and/or be detrimental to successful performance of completed Work.

   f. When Submittal is revised for resubmission, Contractor shall promptly address the City's comments and resubmit. Contractor shall identify changes made since previous submission.

   g. The City's review of Shop Drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called the City's attention to such deviations at time of submission and the City has taken no exception to the deviation. The City's review of Shop Drawings shall not relieve Contractor from responsibility for errors in Shop Drawings.

   h. Submittals not required by the Contract Documents or requested by the City will not be acknowledged or processed.

   i. Incomplete Submittals will not be reviewed by the City. Delays resulting from incomplete Submittals are not the responsibility of the City.

   j. Contractor shall not be entitled to any extension of the Contract Times as a result of the Submittal process.

   k. Contractor shall allow a minimum of 20 working days for review of Submittals unless otherwise specified in the Contract Documents.

2. Where a Submittal, Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to the City review and approval of the pertinent submittal will be performed at the sole risk and expense and responsibility of Contractor.

C. Schedule Milestone for Submittals. Contractor must submit all Submittals required by the Contract Documents in accordance with the Schedule of Submittals. If Contractor fails to submit the Submittals in accordance with the Schedule of Submittals, Contractor will be solely liable for any delays or impacts caused by the delayed Submittal, whether direct or indirect. Contractor will be liable for the time calculated from the date the Submittal is due until the date a compliant Submittal is made. A compliant Submittal will be one that is complete and satisfies the requirements of the Contract Documents.

5.23 Shop Drawings and Sample Submittal Procedures.

A. Before submitting each Shop Drawing or Sample, Contractor shall have:

1. Reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

2. Determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

3. Determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

4. Determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

B. With each Submittal, Contractor shall give the City specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample Submittal and, in addition, a specific notation made on each Shop Drawing or Sample submitted to the City for review and approval of each such variation.

C. Shop Drawings.

1. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show the City the services, materials, and equipment Contractor proposes to provide and to enable the City to review the information for assessing conformance with information given and design concept expressed in Contract Documents.

2. When required by individual Specification sections, provide Shop Drawings signed and sealed by a professional engineer responsible for designing components shown on Shop Drawings. Shop Drawings must include signed and sealed calculations to support design in a form suitable for submission to and approval by authorities having jurisdiction.

3. Shop Drawings for steel structures shall consist of shop details, erection and other working Drawings showing details, dimensions, sizes of members and other information necessary for the complete fabrication and erection of the metal work.

4. Shop Drawings of concrete structures shall consist of such detailed drawings as may reasonably be required for the successful prosecution of the Work and which are not included in the Drawings furnished by the Engineer. These may include drawings for false work, bracing, centering and form work, masonry layout diagrams, and diagrams for bent reinforcement.

5. Contractor shall make revisions and provide additional information when required by authorities having jurisdiction.

D. Samples. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as required to enable the City to review the submittal for assessing conformance with information given and design concept expressed in Contract Documents. Samples should be of appropriate size and detail to assess functional, aesthetic, color, texture, patterns and finish selection.

E. City's Review.

1. The City will review Shop Drawings and Samples in accordance with the Schedule of Submittals. The City's review and acceptance will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. The City review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. The City's review and acceptance shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless the City has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample.

F. Resubmittal Procedures. Contractor shall make corrections required by the City and shall return corrected Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by the City on previous Submittals.

5.24 Record ("As-Built") Drawings.

A. The Contractor shall maintain one record set of Contract Documents at the Site or digitally in an acceptable format. On these, it shall mark all Project conditions, locations, configurations, and any other changes or deviations which may vary from

the information represented in the original Contract Documents, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Drawings. For all Projects involving the installation of any pipeline, Contractor shall survey and record the top of the pipe at a minimum of every 100 linear feet, and at each bend, recording both the horizontal and vertical locations. Said Drawings shall be supplemented by any detailed sketches as necessary or directed to fully indicate the Work as actually constructed. Any required as-built drawings of civil engineering elements of the Work shall be prepared by a registered civil engineer.

B. These master Record Drawings of the as-built conditions, including all revisions made necessary by Addenda and Change Orders, shall be maintained up-to-date during the progress of the Project. Red ink shall be used for alterations and notes. Notes shall identify relevant Change Orders by number and date. Record Drawings shall be accessible to the Engineer at all times during the construction period. Failure on the Contractor's part to keep Record Drawings current could result in withholding partial payment.

C. Upon completion of the Project and as a condition of final acceptance, the Contractor shall finalize and deliver a complete set of Record Drawings to the Engineers. The information submitted by the Contractor will be assumed to be correct, and the Contractor shall be responsible for, and liable to the City, for the accuracy of such information, and for any errors or omissions which may or may not appear on the Record Drawings.

D. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete the Record Drawings shall be included in Contractor's bid and distributed in the Bid Schedule. No additional compensation shall be made to the Contractor for this Work.

5.25 Layout and Field Engineering.

A. The Contractor shall utilize a properly licensed surveyor to perform all layout surveys required for the control and completion of the Work, and all necessary surveys to compute quantities of Work performed.

5.26 Separate Contracts and Cooperation.

A. Separate Contracts. The City reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the Work in place or discrepancies with the Contract Documents.

B. Cooperation. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the

City in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Engineer shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The City shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project Site.

5.27 Work Site.

A. Limitation of Use of Site and Other Areas. Rights-of-way, easements, or rights-of-entry for the Work will be provided by the City. Unless otherwise specified in the Special Provisions, the Contractor shall make arrangements, pay for, and assume all responsibility for acquiring, using, and disposing of additional work areas and facilities temporarily required. The Contractor shall indemnify and hold the City harmless from all claims for damages caused by such actions. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Applicable Laws, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to City or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

B. Site Maintenance. During the progress of the Work, Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to Applicable Laws. The Contractor shall furnish trash bins for all debris from construction. All debris shall be placed in trash bins daily. Forms and false-work that are to be re-used shall be stacked neatly concurrently with their removal. Forms and false-work that are not to be re-used shall be disposed of concurrently with their removal.

C. Cleaning. Prior to Completion of the Work, Contractor shall clean the Site and make it ready for utilization by the City. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

5.28 Utility Usage.

A. All temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the Work shall be furnished and paid for by Contractor. Contractor shall provide necessary temporary distribution systems, including meters, if necessary, from distribution points to points on the Work where the utility is

needed. Upon completion of the Work, Contractor shall remove all temporary distribution systems. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Work, including but not limited to startup and testing required in the Contract Documents. All permanent meters installed shall be listed in the Contractor's name until the Work is accepted. For Work to be performed in existing City facilities, Contractor may use the City's existing utilities, provided such use is reasonable under the circumstances. If Contractor uses the City utilities, it will not need to compensate the City for reasonably consumption of utilities, but Contractor will be responsible for any excessive, unreasonable or wasteful utility usage. Amounts due the City under this section may be deducted from progress payments.

5.29 Protection of Work and Property.

A. The Contractor shall digitally record video and take photographs of the Project site and adjacent improvements in a manner and quality that clearly depicts the existing condition of the Project Site and adjacent improvements immediately prior to the start of Work (minimum 1080p video and 4MP photo). All videos and photographs shall be date and time stamped. The Contractor shall submit the video and photos in digital format on a memory stick before the commencement of Work, along with a map outlining the route and locations of the videos and/or photographs. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final acceptance by the City. All Work shall be solely at the Contractor's risk.

B. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.

C. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.

D. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by the Work operations. Contractor shall:

1. Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.

2. Provide substantial barricades around any shrubs or trees indicated to be preserved.

3. Deliver materials to the Site over a route designated by the City.

4. Provide any and all dust control required and follow the applicable air quality regulations as appropriate. If the Contractor does not comply immediately with a notice from the City or a public agency responsible for air quality, the City shall have the authority to provide dust control and deduct the cost from payments to the Contractor.

5. Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the City. Contractor shall not unreasonably encumber the Site with its materials.

6. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by a civil engineer or land surveyor acceptable to the City, at no cost to the City.

7. Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the City.

8. Preserve and protect from injury all buildings, pole lines and all directional, warning and mileage signs that have been placed within the right-of-way.

9. At the completion of work each day, leave the Work and the Site in a clean, safe condition.

10. Comply with any stage construction and/or traffic handling plans. Access to residences and businesses shall be maintained at all times, except with the City's written approval. Any request for approval to reduce or restrict access to residences and business must be submitted to the City at least seven (7) Days in advance, and the City may issue or withhold approval in its sole discretion.

E. These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the work involved in the protection and preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefor.

F. Should damage to persons or property occur as a result of the Work, Contractor shall promptly notify the City, in writing. Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The City shall be entitled to inspect and copy any such documentation, video, or photographs.

G. Contractor shall maintain all investigation documentation including video and/or photographs for a minimum of four (4) years following completion of the Project.

5.30 Emergencies.

A. In emergencies affecting the safety or protection of persons or the Work or Property at the Site or adjacent thereto, the Contractor, without special instruction or authorization from the City or the Engineer, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Engineer prompt written notice if the Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby.

ARTICLE 6 -MATERIALS; INSPECTION

6.1 Access to Work.

A. The City, Engineer, their consultants and other representatives and personnel, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs.

6.2 Materials.

A. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities whatsoever necessary to execute and complete this Contract within the Contract Time. Unless otherwise specified, all materials, parts, and equipment furnished by the Contractor in the Work shall be new, the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.

B. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all work to deliver the Project, to the City free from any claims, liens, or charges.

C. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work. Materials shall be stored on the Project Site in such manner so as not to interfere with any operations of the City or any independent contractor.

D. Contractor shall verify all measurements, dimensions, elevations, and quantities before ordering any materials or performing any Work, and the City shall not be liable for Contractor's failure to so. Except for an adjustment to Unit Price Work for item overruns and underruns in accordance with the Contract Documents, no additional compensation, over and above payment for the actual quantities at the prices set

out in the Bid Schedule, will be allowed because of differences between actual measurements, dimension, elevations and quantities and those indicated on the Plans and in the Specifications. Any difference therein shall be submitted to the Engineer for consideration before proceeding with the Work.

6.3 Test and Inspections.

A. Inspection and Testing of Work and Materials

1. If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority requires any part of the Work to be tested or approved, Contractor shall provide the Engineer at least two (2) working days' notice of its readiness for observation or inspection. If inspection is by a public authority other than the City, Contractor shall promptly inform the City of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for City testing and inspection shall be paid by the City. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.

2. The Contractor shall pay for the cost of any minimum "show up" costs of a materials testing technician that was called for by the Contractor but ultimately the Contractor work was not ready for the inspection. Any such costs shall be deducted from any amounts due to the Contractor.

3. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.

4. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the City, and not by Contractor. Unless otherwise stated and as provided by the Contract Documents, the City shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.

5. Reexamination of Work may be ordered by the City. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the City shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

B. Testing of Materials

1. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the City so that the City may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into the Work.

2. If the manufacture of materials to be inspected or tested will occur in a plant or location greater than sixty (60) miles from the City, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.

3. Unless otherwise specified in the Special Provisions, all initial testing and a reasonable amount of retesting will be performed under the direction of the Engineer, and at no expense to the Contractor. The Contractor shall notify the Engineer in writing, at least 15 days in advance, of its intention to use materials for which tests are specified, to allow sufficient time to perform the tests. The notice shall name the proposed supplier and source of material. If the notice of intent to use is sent before the materials are available for testing or inspection, or is sent so far in advance that the materials on hand at the time will not last but will be replaced by a new lot prior to use on the Work, it will be the Contractor's responsibility to re-notify the Engineer when samples which are representative may be obtained.

4. A Certificate of Compliance shall be furnished to the Engineer prior to the use of any material or assembled material for which these Specifications so require or if so required by the Engineer. The Engineer may waive the materials testing requirements and accept a Certificate of Compliance. Material test data may be required by the Engineer to be included with the submittal. Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The submission of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material into the Work which conforms to the requirements of the Contract Documents, and any material not conforming to the requirements will be subject to rejection by the Engineer whether in place or not.

5. Copies of mill certificates of composition and quality of all component materials (reinforcing steel, structural steel, lumber, etc.) incorporated in the construction of the Work shall be provided to the City at the time of delivery. City shall retain the right to reject any raw material not provided with a mill certificate at the time of delivery.

6. If, after incorporating such materials into the Work, it is found that sources of supply that have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from other approved sources. If any product proves unacceptable after improper storage, handling or for any other reason it shall be rejected, not incorporated into the Work, and shall be removed from the Project Site all at the Contractor’s expense.

6.4 Requests for Substitutions.

A. For the purposes of this provision, the term “substitution” shall mean the substitution of any material, method or service substantially equal to or better in every respect to that indicated in the Standard Specifications or otherwise referenced herein.

B. Pursuant to Public Contract Code section 3400(b), the City may make a finding that is described in the Notice Inviting Bids that designates certain products, things, or services by specific brand or trade name.

C. Unless specifically designated in the Special Conditions, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, process, or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer for substitution any material, process, or article which may be substantially equal to or better in every respect to that so indicated or specified in the Contract Documents. However, the City has adopted uniform standards for certain materials, processes, and articles.

D. The Contractor shall submit substitution requests, together with substantiating data, for substitution of any "or equal" material, process, or article no later than thirty-five (35) calendar days after award of Contract. Provisions regarding submission of substitution requests shall not in any way authorize an extension of time for the performance of this Contract. If a substitution request is rejected by the City, the Contractor shall provide the material, method or service specified herein. The City shall not be responsible for any costs incurred by the Contractor associated with substitution requests. The burden of proof as to the equality of any material, process, or article shall rest with the Contractor. The Engineer has the complete and sole discretion to determine if a material, process, or article is substantially equal to or better than that specified and to approve or reject all substitution requests.

E. Substantiating data as described above shall include, at a minimum, the following information:

1. A signed affidavit from the Contractor stating that the material, process, or article proposed as a substitution is substantially equal to or better than that specified in every way except as may be listed on the affidavit.

2. Illustrations, specifications, catalog cut sheets, and any other relevant data required to prove that the material, process, or article is substantially equal to or better than that specified.

3. A statement of the cost implications of the substitution being requested, indicating whether and why the proposed substitution will reduce or increase the amount of the contract.

4. Information detailing the durability and lifecycle costs of the proposed substitution.

F. Failure to submit all the required substantiating data detailed above in a timely manner so that the substitution request can be adequately reviewed may result in rejection of the substitution request. The Engineer is not obligated to review multiple submittals related the same substitution request resulting from the Contractor's failure to initially submit a complete package.

G. Time limitations within this Article shall be strictly complied with and in no case will an extension of time for completion of the contract be granted because of Contractor's failure to provide substitution requests at the time and in the manner described herein.

H. The Contractor shall bear the costs of all the City work associated with the review of substitution requests.

I. If substitution requests approved by the Engineer require that Contractor furnish materials, methods or services more expensive than that specified, the increased costs shall be borne by Contractor.

ARTICLE 7 -SUBSURFACE AND PHYSICAL CONDITIONS; UTILITIES

7.1 Soils Investigations.

A. When a soils investigation report for the Site is available, such report is provided for informational purposes only. Any information obtained from such report as to subsurface soil condition, or to elevations of existing grades or elevations of underlying rock, is approximate only and is not guaranteed. Contractor acknowledges that any soils investigation report (including any borings) was prepared for purposes of design only and Contractor is required to examine the Site before submitting its Bid and must make whatever tests it deems appropriate to determine the condition of the so

7.2 Ownership of Site Materials Found.

A. The title to water, soil, rock, gravel, sand, minerals, timber and any other materials developed or obtained in the excavation or other operations of Contractor or any of its Subcontractors in the performance of the Contract, and the right to use said items in carrying out the Contract, or to dispose of same, is hereby expressly reserved by the City. Neither Contractor nor any of its Subcontractors nor any of their representatives or employees shall have any right, title, or interest in said materials, nor shall they assert or make any claim thereto. Contractor will, as determined by the City's Representative, be permitted to use in the Work without charge, any such materials which meet the requirements of the Contract Documents, provided the City shall have the right to use or consume these materials without payment to a third party.

7.3 Existence of Utilities at the Work Site.

A. Existing Utilities

1. The location of known existing utilities and pipelines are shown on the Plans in their approximate locations. However, nothing herein shall be deemed to require the City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the project can be inferred from the presence of other visible facilities, such as buildings, cleanouts, meter and junction boxes, on or adjacent to the Site of the Project.

2. The City will assume the responsibility for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Project site if such utilities are not identified by the City in the Contract Documents or which cannot reasonably be inferred from the presence of other visible facilities.

B. Utility Location

1. It shall be the Contractor's responsibility to determine the exact location and depth of all utilities, including service connections, which have been marked by the respective utility owners and which the Contractor believes may affect or be affected by the Contractor's operations. The Contractor shall not be entitled to additional compensation nor time extensions for work necessary to avoid interferences nor for repair to damaged utilities if the Contractor does not expose all such existing utilities as required by this Article.

2. The locating of utilities shall be in conformance with Government Code Section 4216 et seq. except for the City's utilities located on the City's property and not on public right-of-way.

3. A "High Priority Subsurface Installation" is defined in Government Code Section 4216 (j) as "high-pressure natural gas pipelines with normal operating pressures greater than 415kPA gauge (60psig) or greater than six inches nominal pipe diameter, petroleum pipelines, pressurized sewage pipelines, high-voltage electric supply lines, conductors, or cables that have a potential to ground of greater than or equal to 60kv, or hazardous materials pipelines that are potentially hazardous to workers or the public if damaged."

4. A "Subsurface Installation" is defined in Government Code Section 4216 (s) as "any underground pipeline, conduit, duct, wire, or other structure, except nonpressurized sewer lines, nonpressurized storm drains, or other nonpressurized drain lines."

5. Pursuant to Government Code Section 4216.2 the Contractor shall contact the appropriate regional notification center at least two (2) working days but not more than 14 Days before performing any excavation. The date of the notification shall not count as part of the two-working-day notice. Before notifying the appropriate regional notification center, the Contractor shall delineate the area to be excavated. The Contractor shall request that the utility owners conduct a utility survey and mark or otherwise indicate the location of their service. The Contractor shall furnish to the Engineer written documentation of its contact(s) with the regional notification center prior to commencing excavation at such locations.

6. After the utility survey is completed, the Contractor shall commence "potholing" or hand digging to determine the actual location of the pipe, duct, or conduit and in accordance with Government Code Section 4216.4 if the excavation within the "tolerance zone" of a subsurface installation. The Engineer shall be given notice prior to commencing potholing operations. The Contractor shall uncover all piping and conduits, to a point one (1) foot below the pipe, where crossings, interferences, or connections are shown on the Drawings, prior to trenching or excavating for any

pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities, which are to remain in service for any period subsequent to the construction of the run of pipe involved.

7. The Contractor's attention is directed to the requirements of Government Code Section 4216.2 (c) which provides: "When the excavation is proposed within 10 feet of a high priority subsurface installation, the operator of the high priority subsurface installation shall notify the excavator of the existence of the high priority subsurface installation to set up an onsite meeting prior to the legal excavation start date and time or at a mutually agreed upon time to determine actions or activities required to verify the location and prevent damage to the high priority subsurface installation. As part of the meeting, the excavator shall discuss with the operator the method and tools that will be used during the excavation and the information the operator will provide to assist in verifying the location of the subsurface installation. The excavator shall not begin excavating until after the completion of the onsite meeting." The Contractor shall notify the Engineer in advance of this meeting.

C. Utility Relocation and Repair

1. If interferences occur at locations other than those indicated in the Contract Documents with reasonable accuracy, the Contractor shall notify the Engineer in writing. The Engineer will supply a method for correcting said interferences in accordance with the responsibilities of this section and Government Code Section 4215. To the extent any delay is caused thereby, Contractor shall submit a notice of delay within five (5) Days of discovery of the circumstances giving rise to the delay in accordance with Article 9.1 Change Orders and Time Extensions.

2. Care shall be exercised by the Contractor to prevent damage to adjacent existing facilities and public or private works; where equipment will pass over these obstructions, suitable planking shall be placed. If high priority subsurface installations are damaged and the operator cannot be contacted, the Contractor shall call 911 emergency services.

3. The City will compensate the Contractor for the costs of locating and repairing damage not due to the failure of the Contractor to exercise reasonable care, and for removing or relocating such main or trunk line utility facilities not indicated in the Contract Documents with reasonable accuracy, and for the cost of equipment on the Project necessarily idled during such work. The payment for such costs will be made as provided in Article 9.1 Change Orders and Time Extensions. The Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay is caused by the failure of the City or utility company to provide for removal or relocation of such utility facilities. Requests for extensions of time arising out of utility relocation or repair delays shall be filed in accordance with Article 9.1 Change Orders and Time Extensions and Article 9.3 Time for Completion and Liquidated Damages.

4. The public utility, where it is the owner of the affected utility, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such

repairs or relocation work at a reasonable price. The right is reserved to the City and the owners of utilities or their authorized agents to enter upon the Work area for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct its operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such forces and shall allow the respective utilities time to relocate their facility.

5. When the Contract Documents indicate that a utility is to be relocated, altered or constructed by others, the City will conduct all negotiations with the utility company and the work will be done at no cost to the Contractor, unless otherwise stipulated in the Contract Documents.

6. Temporary or permanent relocation or alteration of utilities desired by the Contractor for its own convenience shall be the Contractor's responsibility and it shall make arrangements and bear all costs for such work.

D. Construction at Existing Utilities

1. Where the Work to be performed crosses or otherwise interferes with water, sewer, gas, or oil pipelines; buried cable; or other public or private utilities, the Contractor shall perform construction in such a manner so that no damage will result to either public or private utilities. It shall be the responsibility of the Contractor to determine the actual locations of, and make accommodates to maintain, all utilities.

2. Before any utility is taken out of service, permission shall be obtained by the Contractor from the owner. The owner, any impacted resident or business owner and the City Representative will be advised of the nature and duration of the utility outage as well as the Contractor's plan for providing temporary utilities if required by the owner. The Contractor shall be liable for all damage which may result from its failure to maintain utilities during the progress of the Work, and the Contractor shall indemnify City as required by the Contract Documents from all claims arising out of or connected with damage to utilities encountered during construction; damages resulting from disruption of service; and injury to persons or damage to property resulting from the negligent, accidental, or intentional breaching of utilities.

3. Unless otherwise called for by the Contract Documents, the cost of all material, equipment, and labor required to complete this work, shall be included in Contractor's bid and distributed in the schedule of pay Items. No additional compensation shall be made to the Contractor for this work.

7.4 Trenches

A. Trenches Five Feet or More in Depth.

1. Contractor shall submit to the Engineer at the preconstruction meeting, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from hazards of caving ground during the excavation of any

trench or trenches five feet or more in depth. If such plan varies from shoring system standards established by the Construction Safety Orders of the California Code of Regulations, Department of Industrial Relations, the plan shall be prepared by a California registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations. The Contractor shall designate in writing the "competent person" as defined in Title 8, California Code of Regulations, who shall be present at the Work Site each day that trenching/excavation is in progress. The "competent person" shall prepare and provide daily trenching/excavation inspection reports to the Engineer. Contractor shall also submit a copy of its annual California Occupational Safety and Health Administration (Cal/OSHA) trench/excavation permit.

B. Excavations Deeper than Four Feet.

1. If the Work involves excavating trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly within three (3) Days, and before the excavation is further disturbed, notify the City in writing of any of the following conditions:

a. Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

b. Subsurface or latent physical conditions at the site differing from those indicated.

c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract

2. The City shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a Change Order under the procedures described in Article 9.1 Change Orders and Time Extensions.

3. In the event that a dispute arises between the City and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

ARTICLE 8 -PROSECUTION OF THE WORK

8.1 Contractor's Means and Methods.

A. Contractor is solely responsible for the means and methods utilized to perform the Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

8.2 Construction Schedule.

A. General Requirements. The schedule shall be prepared in a Critical Path Method ("CPM") format and in an electronic scheduling program acceptable to the City and as specified in the Contract Documents. Contractor shall deliver the schedule and all updates to the City in both paper and electronic form. The electronic versions shall be in the format and include all data used to prepare the schedule. Copies are not acceptable.

B. Schedule. The receipt or approval of any schedules by the City shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract Time. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the City.

C. Schedule Contents. The schedule shall allow enough time for inclement weather. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall include appropriate time allowances and constraints for submittals, items of interface with Work performed by others, and specified construction, start-up and performance tests. All float shall be owned by the Project. Schedules indicating early or late completion shall not modify or have any effect on the Contract Time, regardless of whether the schedules are reviewed and/or accepted by the City. For purposes of determining Liquidated Damages, the Contract Time shall control and may only be altered by a duly authorized Change Order.

D. Schedule Updates. Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the City: (1) prior to the start of construction, if there are any changes to the initial schedule; (2) with each progress payment request; and (3) whenever requested to do so by the City. The City may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule. Upon the City's request, Contractor shall submit any schedules or updates to the City in the native electronic format of the software used to create the schedule. Contractor shall also submit schedules showing a two-week

detailed look-ahead at weekly meetings conducted with the City. The two-week look-ahead schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Work within the Contract Time, and it shall clearly state the number of staff to be used on each daily segment of the Work.

E. Acceptance. Acceptance of the schedules by the City will not impose on responsibility for accuracy, for sequencing, scheduling, or progress of the Work, or compliance with the Contract Documents. Acceptance will not interfere with or relieve Contractor from Contractor's full responsibility therefor.

F. Recovery Schedule.

1. Should any of the following conditions exist, City may require Contractor to prepare, at no extra cost to City, a plan of action and a recovery schedule for completing the Work and achieving all contractual milestones within the allotted Contract Time:

a. The Contractor's monthly progress report indicates delays that are, in the opinion of City, of sufficient magnitude that City questions the Contractor's ability to complete the Work;

b. The schedule shows the Contractor to be thirty (30) or more days behind the critical path at any time during construction;

c. The Contractor desires to make changes in the logic or the planned duration of future activities of the schedule which, in the opinion of City, are major in nature.

2. The recovery schedule shall include proposed revisions to the Construction Schedule, demonstrating how Contractor intends to achieve all contractual milestones including Contract completion within the allotted Contract Time. The submittal shall include a narrative describing the actions planned by the Contractor to recover the schedule.

3. Contractor shall submit the Recovery Schedule within seven (7) Days of City's request. If Contractor asserts that City is responsible for the delay, failure to submit the recovery schedule within seven (7) Days of City's request, will be considered a concurrent delay event attributable to Contractor, and Contractor shall only be entitled to non-compensable adjustments to Contract Times. If Contractor is responsible for the delay, this provision will not limit or affect Contractor's liability and failure to submit the recovery schedule with seven (7) Days of City's request may result in City withholding progress payments or other amounts due under the Contract Documents.

4. Contractor is responsible for all costs associated with the preparation and execution of the recovery schedule, including any necessary recovery actions, which may include, but are not limited to, assignment of additional labor, and/or equipment, shift or overtime work, expediting of submittals or deliveries, overlapping of activities or sequencing changes to increase activity concurrence. Regardless of whether City directs Contractor to prepare a recovery schedule pursuant to this Section, Contractor shall promptly undertake appropriate action at

no additional cost to City to recover the schedule whenever the current construction schedule shows that the Contractor will not achieve a milestone and/or complete the Work within the allotted Contract Time.

8.3 Time for Completion and Liquidated Damages

A. Time for Completion. The time for completion set forth in Article 2 of the Contract for Construction shall commence: (1) on the date stated in the Notice to Proceed, or (2) if the Notice to Proceed does not specify a commencement date, then on the date of the Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. The City is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the City's receipt or acceptance of the Contractor's proposed earlier completion date. Any difference in time between the Contractor's early completion and the Contract Time shall be considered a part of the Project float. Contractor shall not be entitled to compensation, and the City will not compensate Contractor, for delays which impact early completion. Contractor shall not, under any circumstances, receive additional compensation from the City (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date.

B. Liquidated Damages. If the Work is not completed within the Contract Time(s), it is understood that the City will suffer damage. In accordance with Government Code section 53069.85 and Public Contract Code section 7102, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each calendar day of delay until the Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.

C. Inclement Weather. Contractor shall abide by the City's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule. Contractor shall not be entitled to reverse liquidated damages for time extensions resulting from inclement weather.

D. Extension of Time. Contractor's entitlement to an extension of the Contract Time is limited to a City-caused extension of the critical path, reduced by the Contractor's concurrent delays, and established by a proper time impact analysis. Contractor shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its Subcontractors or Suppliers). The City shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the facts justify such an extension. Contractor shall not be entitled to an adjustment in the Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

E. Reverse Liquidated Damages. Consistent with Public Contract Code Section 7102, Contractor will be compensated for damages incurred due to unreasonable delays to the critical path for which the City is responsible. The parties agree that determining Contractor's exact delay damages are and will continue to be impracticable and extremely difficult. As such, for each calendar day in excess of the time for completion set forth in Article 2 of the Contract for Construction, the City shall pay to the Contractor the sum stipulated in the Contract per day. Such amount shall constitute the only payment allowed for any City-caused delays and shall necessarily include all overhead, all profits, all administrative costs, all bond costs, all labor, materials, equipment and rental costs and any other costs, expenses and fees incurred or sustained as a result of such delays. Contractor shall not be entitled to reverse liquidated damages for any change in the Work in which Contractor is compensated for overhead and profit through a change in Unit Price Work or a Change Order resulting in a lump sum or allowed mark-up for the additional Work. The amount of reverse liquidated damages shall be reduced by Contractor's concurrent delays.

F. Force Majeure. In accordance with subparagraphs "D" and "E" above, the Contractor shall not be charged liquidated damages, and the City shall not be responsible, for any delays resulting from a Force Majeure Event. If a delay to the critical path results from a Force Majeure Event, the Contractor will be entitled to a time extension but will not receive an adjustment to the Contract Price or any other compensation. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays.

G. No Damages for Reasonable Delay. The City's liability to Contractor for delays for which the City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the City be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable City delay shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

H. Procedure for Time Extensions and Delay Damages. Contractor shall not be entitled to any extension of time or any reverse liquidated damages unless Contractor properly notices the delay and adjustment to compensation and requests a Change Order in accordance with Article 9.1 Change Orders and Time Extensions. Contractor's failure to timely and fully comply with the Change Order procedures in the Contract Documents shall constitute a waiver of Contractor's right to a time extension or reverse liquidated damages.

8.4 Contractor's Responsibility for Work.

A. Until the acceptance of the Work by the Engineer as evidenced in writing, it shall be under the charge and care of the Contractor. The Contractor shall take every necessary precaution against injury or damage to any part thereof by the action of the elements or from any cause whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good at its own expense all injuries or damages to any portion of the Work before its completion and

acceptance. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City will pay for repair or restoration to damaged Work in excess of 5% of the total Bid.

8.5 Occupancy.

A. The City reserves the right to occupy or utilize any portion of the Work at any time before completion, and such occupancy or use shall not constitute acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

8.6 Securities for Money Withheld

A. Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor may request the City to make retention payments directly to an escrow agent or may substitute securities for any money withheld by the City to ensure performance under the contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a state or federally chartered bank as the escrow agent who shall return such securities to Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement substantially in the form provided in section 22300 of the Public Contract Code.

8.7 The City's Right to Suspend/Terminate the Contract

A. Suspension of Work by the City

1. The City may, at its sole option, decide to suspend at any time the performance of all or any portion of the Work by notice in writing to Contractor. Such notice of suspension of Work will designate the amount and type of plant, labor, and equipment to be committed to the Project during the period of suspension. Contractor shall use its best efforts to utilize its plant, labor, and equipment in such a manner as to minimize costs associated with suspension.

2. Upon receipt of any such notice, Contractor shall, unless the notice requires otherwise:

a. Immediately discontinue Work on the date and to the extent specified in the notice;

b. Place no further orders or subcontracts for material, services, or facilities with respect to suspended Work other than to the extent required in the notice;

c. Promptly make every reasonable effort to obtain suspension upon terms satisfactory to the City's Representative of all orders, subcontracts, and rental agreements to the extent they relate to performance of Work suspended; and

d. Continue to protect and maintain the Work including those portions on which Work has been suspended.

3. Except as provided by this Article, as full and complete compensation for such suspension, Contractor shall be granted an adjustment in the Contract Price based on a negotiated daily rate that reflects the Contractor's actual costs associated with the demobilized condition of the Site and an extension of the Contract Times equal to the number of days performance of Work is suspended; provided, however, that no adjustment of Contract Price or extension of Contract Times shall be granted if the suspension results from Contractor's non-compliance with the requirements of the Contract.

B. Termination for Cause by the City:

1. In the sole estimation of the City, if the Contractor refuses or fails to prosecute the Work or any separable part thereof with such diligence as will insure its completion within the time specified by the Contract Documents, or any extension thereof, or fails to complete such Work within such time, or if the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or the Contractor or any of its subcontractors should violate any of the provisions of this Contract, the City may serve written notice upon the Contractor and its surety of the City's intention to terminate this Contract. This notice of intent to terminate shall contain the reasons for such intention to terminate this Contract, and a statement to the effect that the Contractor's right to perform this Contract shall cease and terminate upon the expiration of ten (10) Days unless such violations have ceased and arrangements satisfactory to the City have been made for correction of said violations.

2. After expiration of the ten (10) Day period, the City may terminate the Contract by providing a Notice of Termination to the Contractor. The City may take over and complete the Work by any method it may deem appropriate, including enforcement of the Project performance bond. Contractor and its surety shall be liable to the City for any excess costs or other damages incurred by the City to complete the Work. If the City takes over the Work, the City may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the Site.

3. Upon termination, Contractor shall not be entitled to receive any further payment from the City, except for Work which was duly performed prior to the effective date of the Notice of Termination. Contractor shall submit an invoice for final payment within thirty (30) Days of the effective date of the Notice of Termination. The City may withhold from final payment up to 150% of any disputed amounts, including any amounts which may be necessary to repair defective Work, complete unfinished Work, or are otherwise occasioned by Contractor's failure to perform its duties under the Contract.

C. Termination for Convenience by the City:

1. The City may terminate performance of the Work called for by the Contract Documents in whole or, from time to time, in part, upon ten (10) Days written notice if the City determines that a termination is in the City's interest.

2. The Contractor shall terminate all or any part of the Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the City, the extent of termination, and the effective date of such termination.

3. After receipt of Notice of Termination, and except as directed by the City's Representative, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this termination for convenience clause, immediately proceed with the following obligations:

a. Stop Work as specified in the Notice.

b. Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.

c. Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Document is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.

d. Terminate all subcontracts to the extent that they relate to the portions of the Work terminated.

e. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Contract.

f. Submit to the City's Representative, within ten (10) Days from the effective date of the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the effective date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the City's exercise of its right to terminate this Contract pursuant to this clause, which costs the contractor is authorized under the Contract documents to incur, shall: (1) be submitted to and received by the Engineer no later than 30 Days after the effective date of the Notice of Termination; (2) describe the costs incurred with particularity; and (3) be conspicuously identified as “Termination Costs occasioned by the City's Termination for Convenience.” If the City rejects any costs, Contractor shall be deemed to waive the rejected costs unless Contractor files a Claim within thirty (30) Days of the rejection pursuant to Article 9.2.

g. Contractor shall be entitled to receive only the amounts payable under this Article, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits. The provisions in this Article are in addition to and not in limitation of any other rights or remedies available to the City.

4. Termination of the Contract shall not relieve surety of its obligation for any just claims arising out of or relating to the Work performed.

5. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the City may immediately order Contractor to cease Work on the Project until such

safety or liability issues are addressed to the satisfaction of the City or the Contract is terminated.

6. If the City terminates Contractor for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

8.8 Completion and Acceptance of Work

A. Final Inspection. Upon written notice from Contractor that the entire Work is complete, the Engineer will promptly make a final inspection with the City and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

B. Final Acceptance. The acceptance of the Work on behalf of the City will be made by the Engineer. Such acceptance by the City shall not constitute a waiver of defects. After Contractor has, in the opinion of the Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, Record Documents, and other documents required by the Contract Documents, the City shall execute a Notice of Completion, constituting final acceptance and completion of the Project, except as may be expressly noted.

8.9 Warranty and Guaranty of Work.

A. Contractor hereby warrants that materials and Work shall be completed in conformance with the Contract Documents and that the materials and Work provided will fulfill the requirements of this Warranty. Contractor hereby agrees to repair or replace, at the discretion of the City, any or all Work that may prove to be defective in its workmanship, materials furnished, methods of installation or fail to conform to the Contract Document requirements together with any other Work which may be damaged or displaced by such defect(s) within a period of one (1) year (or as otherwise indicated in the Contract Documents or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) from the date of the Notice of Completion of the Project without any expense whatever to the City, ordinary wear and tear and unusual abuse and neglect excepted. Contractor shall be required to promptly repair or replace defective equipment or materials, at Contractor's option. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor.

B. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected Work. The reinstatement of the one (1) year warranty shall apply only to that portion of work that was corrected. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. In the event of Contractor's failure to comply with the above-mentioned conditions within ten (10) Days after being notified in writing of required repairs, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder immediately upon demand.

C. In addition to the warranty set forth in this Article, Contractor shall obtain for the City all warranties that would be given in normal commercial practice and assign to the City any and all manufacturer's or installer's warranties for equipment or materials not manufactured by Contractor and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the warranty period set forth in this Article. Contractor shall furnish the City with all warranty and guarantee documents prior to final acceptance of the Project by the City as required.

D. When specifically indicated in the Contract Documents or when directed by the Engineer, the City may furnish materials or products to the Contractor for installation. In the event any act or failure to act by Contractor shall cause a warranty applicable to any materials or products purchased by the City for installation by the Contractor to be voided or reduced, Contractor shall indemnify the City from and against any cost, expense, or other liability arising therefrom, and shall be responsible to the City for the cost of any repairs, replacement or other costs that would have been covered by the warranty but for such act or failure to act by Contractor.

E. The Contractor shall remedy at its expense any damage to City-owned or controlled real or personal property.

F. The City shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect or damage, the City shall have the right to replace, repair or otherwise remedy the defect, or damage at the Contractor's expense.

G. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the City may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.

H. <u>Acceptance of Defective Work.</u>

1. If, instead of requiring correction or removal and replacement of defective Work, the City prefers to accept it, the City may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to the City's evaluation of and determination to accept such defective Work and for the diminished value of the Work. If any acceptance of Defective Work occurs prior to release of the Project retention, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and the City shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work and all costs incurred by the City. If the acceptance of defective occurs after release of the Project retention, an appropriate amount will be paid by Contractor to the City.

I. The City May Correct Defective Work

1. If Contractor fails within a reasonable time after written notice from the City to correct Defective Work, or to remove and replace rejected Work as required by the City, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, the City may, after seven (7) Days written notice to Contractor, correct, or remedy any such deficiency.

2. In connection with such corrective or remedial action, the City may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which the City has paid Contractor but which are stored elsewhere. Contractor shall allow the City, and the agents, employees, other contractors, and consultants of each of them, access to the Site to enable the City to exercise the rights and remedies to correct the Defective Work.

3. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by the City correcting the Defective Work will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the City shall be entitled to an appropriate decrease in the Contract Price. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of defective Work.

4. If the Change Order is executed after all payments under the Contract have been paid by the City and the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to the City. If the Change Order is executed after release of the Project retention, an appropriate amount will

be paid by Contractor to the City. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the City correcting Defective Work.

J. Nothing in the warranty or in the Contract Documents shall be construed to limit the rights and remedies available to the City at law or in equity, including, but not limited to, Code of Civil Procedure section 337.15.

ARTICLE 9 -CHANGE ORDERS; DISPUTE RESOLUTION

9.1 Change Orders and Time Extensions

All changes to the Contract, including compensation increases and time extensions, shall be through a written Change Order in accordance with this Article. The City, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, and Contractor's compensation and the time for completion shall be adjusted accordingly. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions, and provisions of the original Contract. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. No dispute, disagreement, or failure of the parties to reach agreement on the terms of the Change Order shall relieve the Contractor from the obligation to proceed with performance of the Work, including Additional Work, promptly and expeditiously. Any alterations, extensions of time, Additional Work, or any other changes may be made without securing consent of the Contractor's surety or sureties.

A. Change in Contract Procedures

1. City Directive. The City may direct changes in the Work by delivering a written directive. To the extent the work directive results in a change to compensation or time, Contractor must timely request a Change Order and comply with all Change Order procedures in accordance with this Article. Notwithstanding issuance of a work directive, Contractor's failure to timely request a Change Order shall constitute a waiver by Contractor of any adjustment to compensation or time extension for Work performed under the directive. The City shall not be liable to Contractor for Work performed or omitted by Contractor in reliance on verbal orders.

2. Contractor's Notice of Change/Delay. If Contractor intends to initiate a Change Order Request, then Contractor shall provide the City with written notice of the underlying facts and circumstances that gave rise to the proposed change within the following times:

a. If due to unknown subsurface or latent physical conditions, within three (3) Days from the discovery date or prior to the alterations of the conditions, whichever is earlier.

b. If due to a Force Majeure Event, as soon as reasonably practicable under the conditions, which shall be no longer than three (3) Days from the date the Contractor discovers that the Force Majeure Event gives rise to a change, unless that the conditions are such that notice within three (3) Days is not possible or practicable.

c. If due to any other matter that may involve an adjustment to the Contract Time or the Contract Price, within seven (7) days from the discovery date.

To be considered valid and complete, the notice of change/delay shall include a general statement of the circumstances giving rise to the notice of change/delay and a reasonable order of magnitude estimate of the additional costs and/or time. If the circumstances give rise to both a cost adjustment and time extension, Contractor shall submit the notice of change and notice of delay concurrently.

3. Request for Change in Compensation and/or Extension of Time. Contractor shall submit a Change Order Request for any adjustment to Contractor's compensation and/or any extension of time. The Change Order Request shall be made prior to incurring any expense and within fourteen (14) Days from either Contractor's notice of change/delay or the City's directive ordering the change. The Change Order Request shall include all of the following information (unless inapplicable to the change):

a. A detailed description of the circumstances giving rise to the request;

b. A complete itemized cost proposal, including itemized pricing for first tier Subcontractors;

c. Supporting documentation for all costs;

d. A time impact analysis showing the impact of the delay to the critical path to completion;

e. If any added costs or information cannot be determined at the time of the Change Order Request, the reason the costs or information cannot be determined at the time; and

f. Certification to the accuracy of the Change Order Request under penalty of perjury.

The time impact analysis shall be in the critical path method format and shall show the sequencing of all critical and non-critical new activities and/or activity revisions affected by the delay, with logic ties to all affected existing activities noted on the schedule.

The City may demand, and Contractor shall provide, any additional information supporting the Change Order Request, including but not limited to native electronic format version of schedules and time impact analyses. Contractor shall provide the requested additional information within five (5) Days of the request.

For any costs or information that cannot be determined at the time Contractor submits the Change Order Request, Contractor shall submit to the City notice of the costs or information and all supporting documentation within five (5) Days of when the costs or other information become subject to determination.

4. City's Final Decision on Change Order; Ordered Changes. If the City denies the Change Order Request or disagrees with the proposal submitted by Contractor, it will notify the Contractor, and the City will provide its opinion of the appropriate price and/or time extension. If no agreement can be reached, the City shall have

the right to order the Work performed on a time and materials basis or to issue a unilateral Change Order setting forth the City's determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. The City shall also have the right to order changes in the Work to be performed promptly by the Contractor on a time and materials basis or to issue a unilateral Change Order setting forth the City's determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. The City's determination shall become final and binding if the Contractor fails to submit a Claim in writing to the City within fourteen (14) Days of the issuance of the unilateral Change Order, disputing the terms of the unilateral Change Order and providing such supporting documentation for its position as the City may reasonably require.

5. Contractor's Waiver of Further Relief. **CONTRACTOR'S FAILURE TO PROVIDE A COMPLETE AND TIMELY NOTICE OF CHANGE/DELAY AND/OR CHANGE ORDER REQUEST, OR TO COMPLY WITH ANY OTHER REQUIREMENT OF THIS ARTICLE, SHALL CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH CHANGE BY MEANS OF THE CLAIMS DISPUTE RESOLUTION PROCESS OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.**

   Contractor recognizes and acknowledges that timely submission of a formal written notice of change/delay and Change Order Request, whether or not the circumstances of the change may be known to the City or available to the City through other means, is not a mere formality but is of crucial importance to the ability of the City to promptly identify, prioritize, evaluate and mitigate the potential effects of changes. Any form of informal notice, whether verbal or written (including, without limitation, statements in requests for information, statements in Submittals, statements at any job meeting or entries on monthly reports, daily logs or job meeting minutes), that does not strictly comply with the formal requirements of this Article, shall accordingly be insufficient.

6. Change Order Format

a. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in compensation or extension of time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.

b. The City may designate the forms to be used for notices, requests, and Change Orders. If so designated, Contractor may only use such forms. Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the Change Order. No Claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The

Contractor may not change or modify the City's Change Order form in an attempt to reserve additional rights.

B. Determining Adjustments to Compensation.

1. Limitation on Costs. Contractor shall not be entitled to any compensation for Work subject to a Change Order except as expressly set forth in this Article. The mark-up added in instances of Additional Work shall constitute the entire amount of profit, any mark-ups, any field or home office overhead costs, including personnel, equipment or office space, any materials, or any costs of equipment idle time for such Work.

2. Unit Price Change Orders. When the actual quantity of a Unit Price Work item varies from the Bid Schedule, compensation for the change in quantity will be calculated by multiplying the actual quantity by the unit price. This calculation may result in either an additive or deductive Change Order. Bid items included on the Bid Schedule may be deducted from the Work in their entirety without any negotiated extra costs. Because Unit Price Work includes overhead and profit as determined by Contractor at the time of its Bid submission, no mark up or deduction for overhead and profit will be allowed.

3. Lump Sum Change Orders. Whenever possible, any changes affecting compensation shall be in a lump sum mutually agreed by the Contractor and the City.

4. Time and Materials Change Orders. The City may direct the Contractor to proceed with the Additional Work with payment to be made on the basis of actual cost of the labor and materials required to complete the Additional Work. If the Project is federally funded, a time and materials Change Order shall only be issued after a determination that no other Change Order is suitable and the Change Order shall include a ceiling price that the Contractor exceeds at its own risk.

5. Federally Funded Projects. For any change in price to the Contract, general and administrative expenses shall be negotiated and must conform to the cost principles set forth under at 2 C.F.R. Part 200, subpart E, and profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the Additional Work to be performed, the risk borne by the Contractor, the Contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

6. Allowed Costs. Estimates for lump sum quotations and accounting for time-and-material work shall be limited to direct expenditures necessitated specifically by the change and shall be segregated as follows:

a. Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the Additional Work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from federal, state or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor

classification which would increase the Additional Work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

b. Materials. The cost of materials reported shall be at the lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials costs shall be based upon supplier or manufacturer's invoice.

c. Tool and Equipment Use. Regardless of ownership, the rates to be used in determining equipment use shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed. The Contractor shall furnish cost data supporting the establishment of the rental rate. The rental rate to be applied for use of each items of equipment shall be the rate resulting in the least total cost to the City for the total period of use. The City shall the make the final determination as to an equitable rental rate for the equipment. No payment will be made for the use of small tools, which have a replacement value of $1,000 or less.

    (i) The rental time to be paid for equipment shall be the time the equipment is in productive operation on the Additional Work being performed. Rental time will not be allowed while equipment is inoperative due to breakdowns.

    (ii) All equipment shall, in the opinion of the City, be in good working condition and suitable for the purpose for which the equipment is to be used. Equipment with no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

    (iii) Before construction equipment is used on any Additional Work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the City, in duplicate, a description of the equipment and its identifying number.

    (iv) When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour greater than 30 minutes will be considered one hour of operation. When daily rates are listed, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation.

d. Allowed Mark-up. The allowed mark-up for any and all overhead (including supervision and home and field office costs) and profit on work added to the Contract shall be determined in accordance with the following provisions:

    (i) "Net Cost" is defined as the actual costs of labor, materials and tools and equipment only, excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and Subcontractors at cost only, without mark-up. Contractor shall provide the City with documentation of the costs, including but not limited to payroll records, invoices, and such other information as the City may reasonably request.

(ii) For Work performed by the Contractor's forces the allowed mark-up shall not exceed fifteen (15%) percent of labor costs, ten percent (10%) of material costs, and ten percent (10%) of the cost of tools and equipment use.

(iii) For Work performed by a Subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the Subcontractor's Net Cost of the Work to which the Contractor may add up to five percent (5%) of the Subcontractor's Net Cost.

(iv) For Work performed by a sub-subcontractor, the added cost for overhead and profit shall not exceed fifteen percent (15%) of the sub-subcontractor's Net Cost for Work to which the Subcontractor and Contractor may each add up to an additional five percent (5%) of the Net Cost of the lower tier subcontractor.

(v) No additional mark-up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by the City exceed twenty-five percent (25%) of the Net Cost as defined herein, of the party that performs the Work.

(vi) Calculation of the mark-up will be subject to the limitations above and to calculation as further detailed in (b)(B)(5) above.

e. Documentation of Time-and-Material Costs.

(i) T&M Daily Sheets. Contractor must submit timesheets, materials invoices, records of equipment hours, and records of rental equipment hours to the City's for an approval signature each day that Work is performed on a time-and-material basis. The Engineer's signature on time sheets only serves as verification that the Work was performed and is not indicative of the City's agreement to Contractor's entitlement to the cost.

(ii) T&M Summary Sheet. Contractor shall submit a T&M Summary Sheet, which shall include total actual costs, within five (5) Days following completion of Additional Work on a time-and-material basis. Contractor's total actual cost shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and any other costs, along with documentation supporting the costs. Contractor's failure to submit the T&M Summary Sheet within five (5) Days of completion of the Additional Work will result in Contractor's waiver for any reimbursement of any costs associated with the Additional Work.

f. Excluded Costs. The following costs or any other home or field office overhead costs, all of which are to be considered administrative costs covered by the Contractor's mark-up, shall not be allowed costs and shall not be included in any lump sum proposals or time-and-materials invoices:

(i) Overhead Cost. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, timekeepers, clerks, and other personnel employed by Contractor whether at the Site or in

Contractor's principal office or any branch office, material yard, or shop for general administration of the Work;

(ii) Office Expenses. Expenses of Contractor's principal and branch offices;

(iii) Capital Expenses. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Additional Work and charges against Contractor for delinquent payments;

(iv) Negligence. Costs due to the negligence of Contractor or any Subcontractor or Supplier, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including without limitation the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property;

(v) Small Tools. Cost of small tools valued at less than $1,000 and that remain the property of Contractor;

(vi) Administrative Costs. Costs associated with the preparation of Change Orders (whether or not ultimately authorized), cost estimates, or the preparation or filing of Claims;

(vii) Anticipated Lost Profits. Expenses of Contractor associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings, or unpaid retention;

(viii) Home Office Overhead. Costs derived from the computation of a "home office overhead" rate by application of the *Eichleay, Allegheny*, burden fluctuation, or other similar methods;

(ix) Special Consultants and Attorneys. Costs of special consultants or attorneys, whether or not in the direct employ of Contractor, employed for services specifically related to the resolution of a Claim, dispute, or other matter arising out of or relating to the performance of the Additional Work.

(x) Other. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in the Contract Documents; including but not limited to: submittals, drawings, field drawings, shop drawings, including submissions of drawings; field inspection; general superintendence; computer services; reproduction services; salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; janitorial services; small tools, incidentals and consumables; temporary on-site facilities (offices, telephones, high speed internet access, plumbing, electrical power, lighting; platforms, fencing, water); surveying; estimating; protection of work; handling and disposal fees; final cleanup; other incidental work; related warranties; insurance and bond premiums.

(xi) Compliance with Federal Cost Principles. If the Project is federally funded, any costs that are not allowable, reasonable and allocable to the Project, under generally accepted accounting principles and the applicable federal requirements.

9.2 Procedure for Resolving Claims.

Contractor shall timely comply with any and all requirement of the Contract Documents pertaining to notices and requests for changes to the Contract Time or Contract Price, including but not limited to all requirements of Article 9.1, as a prerequisite to filing any claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the time for completion or Contractor's compensation, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

A. Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Article is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with all applicable law, including but not limited to these statutes.

B. Claims. For purposes of this Article, "Claim" means a separate demand by the Contractor for:

1. An adjustment to the time for completion including, without limitation, for relief from damages or penalties for delay assessed by the City;

2. Payment by the City of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled; or

3. An amount the payment of which is disputed by the City.

A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a Change Order, or otherwise failed to follow any procedures contained in the Contract Documents.

C. Filing Claims. Claims governed by this Article may not be filed unless and until the Contractor completes any and all requirements of the Contract Documents pertaining to notices and requests for changes to the Contract Time or Contract Price, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Article must be filed no later than thirty (30) Days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the City and shall include on its first page the following words in 16 point capital font: "THIS IS A CLAIM." The Claim shall include the all information and documents necessary to substantiate the Claim, including but not limited to those identified below. Nothing in this Article is intended to extend the time limit or supersede notice requirements otherwise provided by Contract Documents. Failure to follow such contractual requirements shall bar any Claims or subsequent proceedings for compensation or payment thereon.

D. **Documentation.** The Contractor shall submit all Claims in the following format:

1. Summary description of Claim including basis of entitlement, merit and amount of time or money requested, with specific reference to the Contract Document provisions pursuant to which the Claim is made

2. List of documents relating to Claim:

a. Specifications

b. Drawings

c. Clarifications (Requests for Information)

d. Schedules

e. Other

3. Chronology of events and correspondence

4. Narrative analysis of Claim merit

5. Analysis of Claim cost, including calculations and supporting documents

6. Time impact analysis in the form required by the Contract Documents or, if the Contract Documents do not require a particular format, CPM format, if an adjustment of the Contract Time is requested

E. City's Response. Upon receipt of a Claim pursuant to this Article, the City shall conduct a reasonable review of the Claim and, within a period not to exceed 45 Days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within 60 Days after the City issues its written statement.

1. If the City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the City's governing body does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three (3) Days following the next duly publicly noticed meeting of the City's governing body after the 45-Day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

2. Within 30 Days of receipt of a Claim, the City may request in writing additional documentation supporting the Claim or relating to defenses or Claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the Contractor. The City's written response to the Claim, as further

documented, shall be submitted to the Contractor within 30 Days (if the Claim is less than $50,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

F. Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 Days of receipt of the City's response or within 15 Days of the City's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

G. Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 Days after the City issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The public entity and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing, unless the parties agree to select a mediator at a later time.

1. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

2. For purposes of this Article, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Article.

3. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

4. The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved Claims shall be considered jointly in a single mediation, unless a new unrelated Claim arises after mediation is completed.

H. Procedures After Mediation. If following the mediation, the Claim or any portion remains in dispute, the Contractor must file a Claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of

Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference.

I. Civil Actions. The following procedures are established for all civil actions filed to resolve Claims of $375,000 or less:

1. Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

J. Government Code Claim Procedures.

1. This Article does not apply to tort claims and nothing in this Article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commending with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.

2. In addition to any and all requirements of the Contract Documents pertaining to notices of and requests for adjustment to the Contract Time, Contract Price, or compensation or payment for Additional Work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Section 900, et seq. prior to filing any lawsuit against the City.

3. 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 adjustment of the Contract Time or Contract Price for Additional Work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If Contractor does not comply with the Government Code claim procedure or the prerequisite contractual requirements, Contractor may not file any action against the City.

4. **A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved Claims known to Contractor or that should reasonably by known to Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.**

K. Non-Waiver. The City's failure to respond to a Claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the Claim being deemed rejected in its entirety, and shall not constitute a waiver of any rights under this Article.

ARTICLE 10 - MEASUREMENT; PAYMENT

10.1 Cost Breakdown.

A. Lump Sum Work.

1. Contractor shall furnish on forms approved by the City within ten (10) Days of the Notice to Proceed, a schedule of values allocating the entire Contract Price to the various portions of the Work and prepared in such a form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule of values, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's applications for payment. Contractor shall submit the schedule of values prior to submitting its first application for payment, and the City will not issue any payment until it receives and approves the schedule of values.

B. Unit Price Work.

1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work multiplied by the estimated quantity of each item as indicated in the Contract. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and or profit for each separately identified item.

2. Unless otherwise specified, payment will be based on the actual quantities of Work as verified and approved by the Engineer, based on the price per unit as set forth in the Bid.

3. The City or Contractor may initiate a Change Order or Change Order Request to adjust the Contract Price in accordance with Contractor Documents based on actual quantities of Unit Price Work. The City or Contractor may make a claim for an adjustment in the Unit Price in accordance with the Contract Documents if:

a. the quantity of any item of Unit Price Work performed by Contractor differs by twenty-five percent (25%) or more from the estimated quantity of such item indicated in the Contract; and

b. there is no corresponding adjustment with respect to any other item of Work; and

c. Contractor believes that Contractor is entitled to an increase in unit price as a result of having incurred additional expense or the City believes that the City is entitled to a decrease in unit price and the parties are unable to agree as to the amount of any such increase or decrease.

10.2 Progress Estimates and Payment.

A. By the tenth (10th) Day of the following calendar month, Contractor shall submit to Engineer a payment request which shall set forth in detail the value of the Work done for the period beginning with the date Work was first commenced and ending on the end of the calendar month for which the payment request is prepared. Contractor shall include an adjusted list of actual quantities, verified by the Engineer, for unit price items listed, if any, in the Bid. Contractor shall include any amount earned for authorized Additional Work. Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

B. From the total thus computed, a deduction shall be made in the amount of five percent (5%) for retention, except where the City has adopted a finding that the Work done under the Contract is substantially complex, and then the amount withheld as retention shall be the percentage specified in the Notice Inviting Bids. From the remainder a further deduction may be made in accordance with Section C below. The amount computed, less the amount withheld for retention and any amounts withheld as set forth below, shall be the amount of the Contractor's payment request.

C. The City may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in its judgment may be necessary to cover:

1. Payments which may be past due and payable for just claims against Contractor or any Subcontractors for labor or materials furnished in and about the performance of work on the Project under this Contract.

2. Defective work not remedied.

3. Failure of Contractor to make proper payments to his Subcontractor or for material or labor.

4. Completion of the Contract if there is a reasonable doubt that the Work can be completed for balance then unpaid.

5. Damage to another contractor or a third party.

6. Amounts which may be due the Count for claims against Contractor.

7. Failure of Contractor to keep the Record Drawings up to date.

8. Failure to provide update on construction schedule as required herein.

9. Site cleanup.

10. Failure to comply with Contract Documents.

11. Liquidated damages.

12. Legally permitted penalties.

D. The City may apply such withheld amount or amounts to payment of such claims or obligations at its discretion with the exception of subsections (C)(1), (3), and (5) of this Article, which must be retained or applied in accordance with applicable law. In so doing, the City shall be deemed the agent of Contractor and any payment so made by the City shall be considered as a payment made under contract by the City to Contractor and the City shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. The City will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.

E. Upon receipt, the Engineer shall review the payment request to determine whether it is undisputed and suitable for payment. If the payment request is determined to be unsuitable for payment, it shall be returned to Contractor as soon as practicable but not later than seven (7) Days after receipt, accompanied by a document setting forth in writing the reasons why the payment request is not proper. The City shall make the progress payment within 30 Days after the receipt of an undisputed and properly submitted payment request from Contractor, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code section 8132. The number of days available to the City to make a payment without incurring interest pursuant to this paragraph shall be reduced by the number of Days by which the Engineer exceeds the seven (7) Day requirement.

F. A payment request shall be considered properly executed if funds are available for payment of the payment request and payment is not delayed due to an audit inquiry by the financial officer of the City.

G. The City shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

10.3 Final Acceptance and Payment

A. Following the City's acceptance of the Work, the Contractor shall submit to the City a written statement of the final quantities of unit price items for inclusion in the final

payment request. The City shall have the right to adjust any estimate of quantity and to correct any error made in any estimate for payment.

B. When the Work has been accepted there shall be paid to Contractor a sum equal to the Contract Price less any amounts previously paid Contractor and less any amounts withheld by the City from Contractor under the terms of the Contract. The final five percent (5%), or the percentage specified in the Notice Inviting Bids where the City has adopted a finding of substantially complete, shall not become due and payable until as required by Public Contract Code section 7107. If the Contractor has placed securities with the City as described herein, the Contractor shall be paid a sum equal to one hundred percent (100%) of the Contract Price less any amounts due the City under the terms of the Contract.

C. Unless Contractor advises the City in writing prior to acceptance of the final five percent (5%) or the percentage specified in the Notice Inviting Bids where the City has adopted a finding of completion, or the return of securities held as described herein, said acceptance shall operate as a release to the City of all claims and all liability to Contractor for all things done or furnished in connection with this Work and for every act of negligence of the City and for all other claims relating to or arising out of this Work. If Contractor advises the City in writing prior to acceptance of final payment or return of the securities that there is a dispute regarding the amount due the Contractor, the City may pay the undisputed amount contingent upon the Contractor furnishing a release of all undisputed claims against the City with the disputed claims in stated amounts being specifically excluded by Contractor from the operation of the release. No payments, however, final or otherwise, shall operate to release Contractor or its sureties from the Faithful Performance Bond, Labor and Material Payment Bond, or from any other obligation under this Contract.

D. In case of suspension of the Contract any unpaid balance shall be and become the sole and absolute property of the City to the extent necessary to repay the City any excess in the cost of the Work above the Contract Price.

E. Final payment shall be made no later than 60 Days after the date of acceptance of the Work by the City or the date of occupation, beneficial use and enjoyment of the Work by the City including any operation only for testing, start-up or commissioning accompanied by cessation of labor on the Work, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code section 8136. In the event of a dispute between the City and the Contractor, the City may withhold from the final payment an amount not to exceed 150% of the disputed amount.

F. Within ten (10) Days from the time that all or any portion of the retention proceeds are received by Contractor, Contractor shall pay each of its Subcontractors from whom retention has been withheld each Subcontractor's share of the retention received. However, if a retention payment received by Contractor is specifically designated for a particular Subcontractor, payment of the retention shall be made to the designated Subcontractor if the payment is consistent with the terms of the subcontract.

ARTICLE 11 -MISCELLANEOUS

11.1 Patents.

A. Contractor shall hold and save the City, officials, officers, employees, and authorized volunteers harmless from liability of any nature or kind of claim therefrom including costs and expenses for or on account of any patented or unpatented invention, article or appliance manufactured, furnished or used by Contractor in the performance of this Contract.

11.2 Document Retention & Examination

A. In accordance with Government Code section 8546.7, records of both the City and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.

B. Contractor shall make available to the City any of the Contractor's other documents related to the Project immediately upon request of the City.

C. In addition to the State Auditor rights above, the City shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the City, for a period of four (4) years after final payment.

11.3 Notice.

A. All notices shall be in writing and either served by personal delivery or mailed to the other party. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to the City shall be addressed to the City as designated in the Notice Inviting Bids unless the City designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) Days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

11.4 Notice of Third Party Claims

A. Pursuant to Public Contract Code section 9201, the City shall provide the Contractor with timely notification of the receipt of any third-party claims relating to the Contract. The City is entitled to recover reasonable costs incurred in providing such notification.

11.5 State License Board Notice

A. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or

omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

11.6 Assignment of Contract

A. Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the rights or title of interest of any or all of this contract without the prior written consent of the City. Any assignment or change of Contractor's name of legal entity without the written consent of the City shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

11.7 Change In Name And Nature Of Contractor's Legal Entity.

A. Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the City in order that proper steps may be taken to have the change reflected on the Contract and all related documents. No change of Contractor's name or nature will affect the City's rights under the Contract, including but not limited to the bonds.

11.8 Prohibited Interests

A. No City official or representative who is authorized in such capacity and on behalf of City to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

11.9 Controlling Law

A. Notwithstanding any subcontract or other contract with any subcontractor, supplier, or other person or organization performing any part of the Work, this Contract shall be governed by the law of the State of California excluding any choice of law provisions.

11.10 Jurisdiction; Venue

A. Contractor and any subcontractor, supplier, or other person or organization performing any part of the Work agrees that any action or suits at law or in equity arising out of or related to the bidding, award, or performance of the Work shall be maintained in the Superior Court of San Bernardino County, California, and expressly consent to the jurisdiction of said court, regardless of residence or domicile, and agree that said court shall be a proper venue for any such action.

11.11 Cumulative Remedies.

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Applicable Laws, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Article will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

11.12 Survival of Obligations.

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

11.13 Headings.

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

11.14 Assignment of Antitrust Actions

A. In accordance with §7103.5(b) of the California Public Contract Code, Contractor and Subcontractors must conform to the following requirements:

1. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or Subcontractor offer and agree to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under §4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract.

2. This assignment must be made and become effective at the time the awarding body tenders to Contractor, without further acknowledgment by the parties.

11.15 All Legal Provisions Included

A. Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified by their terms. References to specific laws, rules or regulations in this Contract are for reference purposes only, and shall not limit or affect the applicability of provisions not specifically mentioned. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify City in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in Work. If Contractor performs any Work knowing it to be contrary to such laws,

ordinances, rules and regulations, and without such notice to City, he shall bear all costs arising therefrom.

B. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA laws, rules and regulations. Contractor shall comply with the Historic Building Code, including, but not limited to, as it relates to the ADA, whenever applicable.

C. Contractor acknowledges and understands that, pursuant to Public Contract Code section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code section 2717(b) in order to supply mined material for this Contract.

D. No City official or representative who is authorized in such capacity and on behalf of City to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Work, shall be or become directly or indirectly interested financially in the Contract.

E. All provisions of law required to be inserted in the Contract or Contract Documents pursuant to any Applicable Laws shall be and are inserted herein. If through mistake, neglect, oversight, or otherwise, any such provision is not herein inserted or inserted in improper form, upon the application of either party, the Contract or Contract Documents shall be changed by City, at no increase in Contract Price or extension in Contract Times, so as to strictly comply with the Applicable Laws and without prejudice to the rights of either party hereunder.

SECTION 00750 – SPECIAL CONDITIONS

ARTICLE 1 -SCOPE OF WORK

1.1 Location of the Project.

A. Ontario Police Department 2500 S Archibald Ave Ontario Ca 91761

1.2 Scope of Work.

A. The Scope of Work is outlined in the following documents:

1. Technical Specifications
2. OPD RTIC & TI Improvements permitted plans B202401312
3. Contractor will communicate and coordinate with Bay Alarm Fire for phasing of the scheduled fire notification system installation.
4. Contractor to provide noise impact management or after hours for high decibel tear out construction tasks and areas impacted by MEP work.
5. All Submittals delivered to City Project Manager 30 days prior to mobilization.
6. Contractor to coordinate live scan background check for all employees including subs 4-to-6-weeks prior to receiving “Notice to Proceed”.
7. Contractor will procure and coordinate all low voltage services for Caltek. Contact: Patrick Fallesgon patrick@caltektechnologies.com
8. Contractor will procure and coordinate the services for Western Allied to assist with boiler shut down and recharging of the system. Western Allied – Contact Mike Gallagher mgallagher@wasocal.com
9. Contractor will procure and coordinate abatement services outlined from discussion and recommendations from the DUDEK lead and asbestos report.
10. Contractor to coordinate the with City I.T. for county radio pathway and sequencing.

END OF SPECIAL CONDITIONS

PLANS AND DRAWINGS

"THE FOLLOWING PLANS AND DRAWINGS ARE INCORPORATED HEREIN BY REFERENCE AS IF SET FORTH IN THEIR ENTIRETY:

1. Specifications prepared by Holt Architect “Uploaded on Planetbids”

2. OPD RTIC & TI Improvements permitted plans B202401312 “Uploaded on Planetbids”

CITY OF ONTARIO *Agenda Report* **August 20, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Philip Marino Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Gina Gomez, Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 18

SUBJECT: **MAINTENANCE SERVICES AGREEMENTS WITH MERCHANTS LANDSCAPE SERVICES, INC. FOR WEED ABATEMENT SERVICES IN THE QUIET HOME AREA (PART 150) AND THE ONTARIO RANCH AREA**

RECOMMENDATION: That the City Council take the following actions:

A. Authorize the City Manager, or his designee, to execute a Maintenance Services Agreement for Contract No. PM 2425-17 Quiet Home Area (Part 150) for Weed Abatement services with Merchants Landscape Services, Inc., of Rancho Cucamonga, California, for a total contract amount not-to-exceed $681,348 for up to five (5) years; and
B. Authorize the City Manager, or his designee, to execute a Maintenance Services Agreement for Contract No. PM 2425-18 Ontario Ranch Weed Abatement Services with Merchants Landscape Services, Inc., of Rancho Cucamonga, California, for a total contract amount not-to-exceed $805,386 for up to five (5) years.

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

FISCAL IMPACT:
Quiet Home Area (Part 150)
The recommended contract award to Merchants Landscape Services, Inc., is for $387,000 plus urgency services in an amount of $14,760 for a total not-to-exceed contract amount of $401,760 over the three-year term. Two (2) one-year extensions may be exercised at the City's sole discretion for an additional contract amount of $269,748 plus urgency services in an amount of $9,840 for a total contract amount not-to-exceed $681,348. The Fiscal Year 2024-25 Adopted Budget includes appropriations in the General Fund for the Maintenance Services Agreement with Merchants Landscape Services, Inc.

Ontario Ranch Weed Abatement

The recommended contract award to Merchants Landscape Services, Inc., is for $459,000 plus urgency services in an amount of $15,840, for a total not-to-exceed contract amount of $474,840 over the three-year term. Two (2) one-year extensions may be exercised at the City's sole discretion for an additional contract amount of $319,986 plus urgency services in an amount of $10,560 for a total contract amount not-to-exceed $805,386. The Fiscal Year 2024-25 Adopted Budget includes appropriations in the General Fund for the Maintenance Services Agreement with Merchants Landscape Services, Inc.

BACKGROUND & ANALYSIS:

Quiet Home Area (Part 150)

The City-owned Quiet Home Area (Part 150) consists of undeveloped parcels that require regular weed abatement services. These services also include removal of trash and tree maintenance. The Economic Development Department has acquired these properties, and they require maintenance until they are sold or developed.

In July 2024, the City solicited proposals for Bid No. 1815, Landscape Maintenance Services for the Quiet Home Area (Part 150). The four (4) proposals received met the bid criteria and standards necessary to perform this work.

Vendor	**Location**
BrightView Landscape Services, Inc.	Upland, CA
Mariposa Landscapes, Inc.	Irwindale, CA
Merchants Landscape Services, Inc.	Rancho Cucamonga, CA
Pest Options, Inc.	Fullerton, CA

Merchants Landscape Services, Inc., of Rancho Cucamonga, California, submitted a proposal that met all the required specifications with a total contract cost of $387,000 over a three-year term. Based on their proposal, credentials, pricing, and favorable reference checks, Staff recommends awarding the Maintenance Services Agreement to Merchants Landscape Services, Inc.

Ontario Ranch Weed Abatement

The Ontario Ranch Weed Abatement involves maintaining undeveloped City right-of-way in the Ontario Ranch area that requires routine weed abatement services. These areas receive regular maintenance until there is development in the right-of-way.

In July 2024, the City solicited proposals for Bid No. 1816, Landscape Maintenance Services for the Ontario Ranch Weed Abatement. The four (4) proposals received met the bid criteria and standards necessary to perform this work.

Vendor	**Location**
BrightView Landscape Services, Inc.	Upland, CA
Mariposa Landscapes, Inc.	Irwindale, CA
Merchants Landscape Services, Inc.	Rancho Cucamonga, CA
Pest Options, Inc.	Fullerton, CA

Merchants Landscape Services, Inc., of Rancho Cucamonga, California, submitted a proposal that met all the required specifications with a total contract cost of $459,000 over a three-year term. Based on their proposal, credentials, pricing, and favorable reference checks, Staff recommends awarding the Maintenance Services Agreement to Merchants Landscape Services, Inc.

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

CITY OF ONTARIO
MAINTENANCE 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 **Merchants Landscape Services, Inc.**, a **Corporation** with its principal place of business at **1510 S. Lyon St. Santa Ana, CA 92705 ("Contractor").** City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **Landscape Maintenance Services for Ontario Ranch Weed Abatement** services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for **Landscape Maintenance Services for Ontario Ranch Weed Abatement** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor 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 maintenance 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 **September 1, 2024** to **June 30, 2027**, 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 two (2) additional one-year terms. Contractor 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. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Four Hundred Fifty-Nine Thousand Dollars with Zero Cents ($459,000)** without written approval of City's **City Manager**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.2.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.2.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.2.5 Extra Work. At any time during the term of this Agreement, City may request that Contractor 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. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3 Responsibilities of Contractor.

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor 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. Contractor 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. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor 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 Contractor shall be subject to the approval of City.

3.3.4 City's Representative. The City hereby designates **Philip Marino, Urban Forestry Manager**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement except for increasing compensation. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.3.5 Contractor's Representative. Contractor hereby designates **Mark Brower, President**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his 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.

3.3.6 Coordination of Services. Contractor 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.

3.3.7 Standard of Care; Performance of Employees. Contractor 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. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor 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 Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors 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 Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.8 Period of Performance

3.3.8.1 Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall 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 provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **Two Hundred Ten Dollars with Zero Cents ($210)** per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.3.8.2 Neither City nor Contractor 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 Contractor and its subconsultants, 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.

3.3.8.3 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 Contractor 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.

3.3.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.3.10 Laws and Regulations; Employee/Labor Certifications.

3.3.10.1 Compliance with Laws. Contractor 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. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.10.2 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies 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. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.3.10 or any of its sub-sections.

3.3.10.3 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.3.10.1.

3.3.10.4 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.3.10.1 or 3.3.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.3.10.2); or (3) failure to

immediately remove from the Project any person found not to be in compliance with such requirements.

3.3.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, 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. Contractor 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.

3.3.10.6 Air Quality. Contractor 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 California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.7 Water Quality.

(A) To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Colorado River Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor 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, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and

policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Contractor shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

3.3.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor 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. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be

promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.3.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance, deductible, or self-insurance shall be called upon to protect it as a named insured. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) 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 Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Policy shall contain or be endorsed to contain such provisions. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.3.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. 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. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.3.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.3.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.3.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.3.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.3.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.3.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor 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. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3.13 Bonds.

3.3.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.3.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The

surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.3.14 Work Site.

3.3.14.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances–time or money–will be allowed as to such matters after commencement of the Services.

3.3.14.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.3.15 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.3.16 Warranty. Contractor warrants all Services under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Contract, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been

transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Contractor 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, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor 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 Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.4.2 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is $15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable.

3.4.3 Registration/DIR Compliance. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

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 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor 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.

3.5.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.3 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 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, “Claims”) in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor’s Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys’ fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor’s indemnity obligation shall not apply to such loss or damage which is caused by the sole or active negligence or willful misconduct of the City.

3.6.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City’s choosing and at Contractor’s own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such

claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

3.7 General Provisions.

3.7.1 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor 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. Contractor 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 Contractors. Contractor 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 Contractor is in compliance with the California Labor Code, Contractor shall only utilize its employees to provide the Services. Contractor 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. Contractor represents and warrants that all personnel who perform the Services on Contractor's behalf are Contractor's employees, and that Contractor 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. Contractor 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 Contractor to use a Subcontractor, Contractor 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:

Contractor:

Merchants Landscape Services, Inc.
1510 S. Lyon St.
Santa Ana, CA 92705
Attn: Mark Brower, President

City:

City of Ontario
303 East "B" Street
Ontario, CA 91764
Attn: Philip Marino, Urban Forestry Manager

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 Governing Law; Government Code Claim Compliance. 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, Contractor 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 Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.5 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 other costs of such action.

3.7.6 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.7.7 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.7.8 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.9 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.7.10 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 Contractor include all personnel, employees, agents, and subcontractors of Contractor, 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.

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

3.7.12 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.

3.7.13 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.14 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.

3.7.15 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors 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.

3.7.16 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.

3.7.17 Authority to Enter Agreement. Contractor 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.

3.7.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.19 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. This Agreement may only be modified by a writing signed by both parties.

SIGNATURES NEXT PAGE

SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND MERCHANTS LANDSCAPE SERVICES, INC.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

Merchants Landscape Services, Inc.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

EXHIBIT "A"

SCOPE OF SERVICES

1. SCOPE OF WORK

A. The intent of this Agreement is to secure a contractor(s) who shall provide Landscape Maintenance Services for Ontario Ranch Weed Abatement PM 2425-18

B. The Contractor shall furnish all labor, tools, materials, and equipment to provide the landscape maintenance and repairs as set forth in this Agreement.

C. All Work shall be done in a professional, thorough, and workman like manner to the satisfaction of the Parks and Maintenance Director, or his/her authorized agent, and comply with all legal construction and landscape maintenance practices. The premises shall always be maintained at the level of service provided for in these specifications. The Contractor shall have the duty to provide complete landscape maintenance of all the project areas, including, but not limited to, the following: Fertilize, under-trim trees and shape shrubs, trim ground cover areas, mow, and edge turf grass areas. Consistently maintain the project areas with horticulturally acceptable growth and color. Consistently maintain the project areas to be devoid of weeds. Consistently maintain the project areas to be devoid of weeds five (5) feet out into the curb, gutter and street. Consistently maintain the project areas to be devoid of diseases, rodents and pests. Consistently maintain the project areas to be devoid of litter. Consistently maintain the project areas to be devoid of safety hazards. Consistently maintain the project areas to be devoid of unsafe walkways. Consistently maintain the project areas to be devoid of blocked drainage systems. Consistently maintain the project areas to be devoid of malfunctioning irrigation systems. Consistently maintain the project areas to be devoid of graffiti and paper like signs. Program, monitor, adjust and maintain all irrigation system clocks, and perform extra work as directed and approved.

D. The Contractor shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within two (2) hours of notification. Emergencies that involve maintenance work included in these general conditions shall not be compensated.

E. The Contractor shall perform a weekly maintenance inspection, during daylight hours, of all areas. Such inspection shall be both visual and operational. It shall include, but not be limited

to, the operation of all irrigation and/or other mechanical systems to check for proper condition and reliability.

2. WORK SITE

Work sites may include parks, medians, trails, weed abatement areas, and parkways.

The City reserves the right to make additions or deletions under this contract with written notice to the Contractor. The monthly compensation shall be adjusted by the monthly unit cost per square foot if any changes result in an increase or reduction in square footage maintained. Compensation shall be based on a-per unit cost (bid schedule form submitted) of work completed.

3. LENGTH OF CONTRACT

This **PRIMARY** contract shall begin **September 1, 2024 and shall terminate on June 30, 2027.**

The **FIRST** optional extension may be granted for a term of **TWELVE (12) MONTHS, from July 1, 2027, through June 30, 2028,** and any proposed increase shall be no greater than the CPI (Consumer Price Index) for the Ontario area, measured performance of the contractor and funding renewal.

The **SECOND** optional extension may be granted for a term of **TWELVE (12) MONTHS, from July 1, 2028, through June 30, 2029,** and any proposed increase shall be no greater than the CPI (Consumer Price Index) for the Ontario area, measured performance of the contractor and funding renewal.

All optional extensions of the contract are subject to approval by the City Manager, or his authorized agent and are contingent upon funding and performance by the Contractor.

4. DEFINITIONS

Where "as directed", "as required", "as permitted", "approved", "acceptance", or words of similar importance are used, it shall be understood that the direction, requirement, permission, approval or acceptance of the Parks and Maintenance Director, or his authorized agent, is intended unless otherwise stated.

The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by the City of Ontario, Parks and Maintenance Director, or his/her authorized agent and working under this contract.

The use of the words "shall" and "may" shall be held to mean "mandatory" and "permissive" respectively.

The use of the words "his" or "him" shall be construed to mean either gender, as appropriate. The use of the words " Parks and Maintenance Director " shall be construed to mean either the Parks and Maintenance Director or his authorized agent(s).

The words "City working day" refers to Monday-Friday, 6:30 a.m. to 4:00 p.m.

5. VANDALISM/THEFT/DAMAGE

Contractor shall be responsible for performing maintenance, repairs, and replacement of existing landscaped areas which are maintained under this contract and damaged or altered in any way as a result of theft, vandalism or mysterious damages that do not result from the performance of the Contractor.

In the case of vandalism to the maintained areas (Damage by Unknown Circumstances), Contractor shall notify the City within 24 hours using the free myOntario App. Graffiti will be entered under the “graffiti “Tab. All other Vandalism will be entered under the “Parks” Tab. In addition, EXCEPT in the case of graffiti, a text or email must be sent to the City’s Representative within 24 Hours detailing the Vandalism.

The use of red "Danger" tape shall be used when an area is unsafe for the public by the end of workday.

The repairs shall be made within 24 hours of receiving a notice to proceed by text or email. At no time shall damage by unknown sources remain unrepaired for a period exceeding 72 hours.

Additional compensation will be provided only for costs that are directly related to the theft and/or vandalism.

The following conditions shall be met prior to the Contractor being reimbursed for "Damage by Unknown Circumstances".

6. VANDALISM/THEFT/DAMAGE BIDS

Contractor shall submit an itemized EWA (Extra Work Authorization) within 24 hours to the City's Representative. Contractor shall secure written authorization for the repairs by the Parks and Maintenance Director, or his authorized agent within twenty-four (24) hours by e- mail or text. For emergencies regarding public safety, a verbal or text approval by the Parks and Maintenance Director, or his authorized agents, may be obtained.

7. COMPLETION OF PROPOSED VANDALISM/THEFT/DAMAGE WORK

A. Work is to commence within twenty-four (24) hours after receiving City approval.

B. The work shall be inspected and released as complete by the City representative, and then invoiced as specified in section (8).

8. INVOICING OF PROPOSED VANDALISM/THEFT/DAMAGE WORK

A. Contractor shall submit on business letterhead, a photocopy of the original EWA describing individual material costs and an invoice with line items for material costs, labor costs and administrative costs. The cost estimate for additional work shall consist of the following elements: **Base cost of labor plus Fifteen percent (15%) for overhead and profit. Actual cost of materials plus fifteen percent (15%) for overhead and profit.** City reserves the right to ask for payroll records and vendor invoice if discrepancies on the bid exist. Materials may be provided by the City of Ontario.

B. Contractor shall submit a copy of a report filed with the City of Ontario Police Department, which relates to the specific incident if required by the Parks and Maintenance Director or his authorized agent.

9. ADDITIONAL (EXTRA) WORK (EXTRA WORK AUTHORIZATION or EWA)

A. The Parks and Maintenance Director, or his authorized agent, may, at his discretion, authorize the Contractors to perform additional work. Additional work (work not related to "Damages by Unknown Circumstances") shall be defined as work not included in this Agreement.

B. Prior to the Contractor performing any additional work, the Contractor shall prepare and submit a written description of why the additional work is required, what type of work is proposed, and a cost estimate for the additional work as stated. No work shall commence

without written authorization from the Parks and Maintenance Director, or his authorized agent. Notwithstanding the above authorization, when a condition exists where there is imminent danger of injury to the public or damage to property, the Parks and Maintenance Director, or his authorized agent may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the Parks and Maintenance Director, or his authorized agent, for approval.

C. The cost estimate for additional work shall consist of the following elements:

Base cost of labor plus fifteen percent (15%) for overhead and profit.

Actual cost of materials plus fifteen percent (15%) for overhead and profit (invoice from vendor shall be attached to each invoice turned in for payment).

City reserves the right to ask for payroll records. Materials may be provided by the City of Ontario.

D. Written authorization from the Parks and Maintenance Director, or his authorized agent, shall be by the issuance of a change order or signed bid. This change order or signed bid shall be considered an amendment to this Agreement and approved by the Parks and Maintenance Director, or his authorized agent, and Contractor.

E. All additional work shall commence on the agreed date and shall diligently proceed until completion. Contractor could use the labor force assigned to the contractual maintenance tasks to perform additional work if prior approval has been granted by the City representative.

F. Upon completion of the additional work, the Parks and Maintenance Director, or his authorized agent, shall be notified so that the work may be verified.

G. The Contractor shall submit an invoice for compensation with attached photocopies of original invoices for materials and a copy of signed bid. Compensation shall not exceed the written estimate. The Contractor's invoice shall be subject to audit and review by the City prior to payment.

H. The City of Ontario reserves the right to repair or contract with a third Party to perform such additional work (if bids are not received within 72 hours of official request and or if the proposed costs do not concur with contractor's labor rates and cost of materials)

10. CONTRACTOR LIABILITY

A. All damage to existing improvements located within areas and adjacent to areas under construction, which in the opinion of the Parks and Maintenance Director, or his authorized agent, are due to the Contractor's operation, shall be repaired or replaced at the Contractor's expense with exact (existing) materials and in an approved manner.

B. Such repairs or replacements shall be performed by the Contractor at no cost to the City and shall be accomplished as directed by the Parks and Maintenance Director or his/her authorized agent. Repairs shall be made immediately after damage or alteration occurs. Deductions shall be made from the Contractor's payments in the amount necessary to compensate the City for such repairs in the event such repair work is done by City forces, or another source.

C. Irrigation damage shall be repaired or replaced within the following time limits: Irrigation entities such as, but not limited to, (risers, heads, backflow device and cages, controllers, basket strainers, pressure regulators, irrigation wires and valves, valve boxes, irrigation pumps, ET gagues, rain buckets, antennas, flow sensors, and landscape lighting equipment) that are damaged during regular routine maintenance and become non- functional or non-efficient shall be replaced immediately. Mainline irrigation breaks shall be repaired within two (2) hours of being notified. All other irrigation repair and/or replacement shall be completed within 24 hours of being notified. (In the event that the mainline repairs require specialized parts and or materials, the contractor shall be responsible to request from the City additional time to complete the repair/s)

D. All damage to turf grass, groundcover, shrubs or trees, shall be repaired or replaced within three (3) working days of being notified. Damage to turf shall be repaired by replacement with the appropriate variety of bermudagrass sod or seeded with warm season seed and topper added. Damage to groundcover shall be repaired by replacement with the appropriate variety of plant material. Size and spacing shall be determined by the Parks and Maintenance Director, or his authorized agent. Damage to shrubs may be corrected by appropriate pruning; however, if in the opinion of the Parks and Maintenance Director, or his authorized agent, the damage is severe, the shrub (in its entirety) shall be removed and replaced with a similar variety and size.

E. Damage to trees shall be repaired in the following manner:

Minor damage, such as bark lost from mechanical equipment shall be remedied by a certified Arborist. If the damage results in the loss of the tree, or, if in the opinion of the Parks and Maintenance Director or his authorized agent, the damage is severe, the damaged tree shall be removed and replaced with a similar variety and size. All damage resulting from chemical application and/or operation, either by spray-drift, improper application, lateral leaching, or other means shall be corrected in accordance with the previous provisions and the soil conditioned to ensure its ability to support plant life. All work shall be inspected, verified, and completed to the satisfaction of the Parks and Maintenance Director, or his authorized agent.

11. INSPECTION/DRIVE

The City and an appointed representative of the Contractor shall conduct a once a month walkthrough to inspect each individual work area. It is the responsibility of the Contractor to set up the inspection time(s) five (5) working days prior to the walkthrough/inspection. It is a requirement that a six to twelve (6-12) month master calendar be set up within 30 days of the award of the contract to insure coordinated dates of inspection. This inspection is to ensure adequacy of maintenance, methods of performing the work are in compliance with the contract and allow all deficiencies to be corrected prior to invoice submission and payment. However, this shall not be construed to relieve the Contractor of the duty to provide continuous inspection of individual work areas. Discrepancies and deficiencies in the Contractor's work shall be brought to the attention of the Contractor and corrected in the manner prior to invoicing and payment.

12. HAZARDOUS CONDITIONS

It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any areas within this Agreement unsafe, as well as any unsafe practices occurring thereon. The Parks and Maintenance Director, or his authorized agent, shall be notified immediately using the myOntario App, as well as text or phone call, of any unsafe condition that requires major correction.

The Contractor shall be responsible for making minor corrections including, but not limited to, filling holes in landscaped areas, diverting water sheet flow, using barricades, danger tape or traffic cones to alert persons of the existence of hazards and replacing valve box covers so as to protect all persons from injury.

The Contractor shall inspect all work sites for hazards, or potential hazards in the contractual areas daily.

During the required inspection of all work sites for hazards, or potential hazards, the Contractor shall immediately contact the City representative (either e-mail or text) indicating the condition, date, and the area that was inspected and a work order should be created using the myOntario App.

The Contractor shall cooperate fully with the City of Ontario in the investigation of any accidental injury or death occurring on the premises, including the submission of a complete written report thereof to the Parks and Maintenance Director within three (3) days following the occurrence.

13. REMOVING OBSTRUCTION AND MAINTENANCE OF EXISTING IMPROVEMENTS

Where the work is to be constructed in, or adjacent to, areas which have been improved by lawns, trees, shrubs, or gardens, the Contractor shall remove such trees or plants as may be necessary for the prosecution of the work and give them proper care and attention until the work has been satisfactorily completed, after which the Contractor shall replace them in as nearly the original condition and location as is reasonably possible. Where it is necessary to deposit the excavated materials on lawns during the process of construction, the Contractor shall first lay burlap or canvas on the lawn to prevent contact between the excavated material and turf grass. Unless otherwise indicated in the contract documents, all utility lines, conduits, wires, or structures shall be maintained by the Contractor and shall not be disturbed, disconnected or damaged by them during the progress of the work, provided, that should the Contractor in the performance of the work disturb, disconnect, or damage any of the above, all expense, arising from such disturbance, or in the replacement or repair thereof, shall be borne by the Contractor. However, in accordance with Section 4215 of the California Government Code, the Contractor shall be compensated 1) for the cost of locating and repairing damage to main or trunk line utility facilities located on the job site, not due to the failure of the Contractor or exercise reasonable care; 2) for costs of removing or relocating such utility facilities not indicated in the contract documents with reasonable accuracy; and 3) for the operation cost for equipment on the project necessarily idled such work.

At least two (2) working days prior to commencing any excavation pursuant to this Contract, the Contractor shall contact Underground Service Alert at (800) 422-4133 or other appropriate regional notification center if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations.

14. CONTRACTOR STAFF

The contractor shall provide the manpower as a minimum staffing requirement to comply with the performance of the landscape/irrigation maintenance specifications and requirements of the site.

The Contractor shall furnish one (1) supervisor with a minimum of 5 years of landscape and irrigation maintenance experience and sufficient supervisory and working personnel capable of promptly accomplishing all tasks on schedule, to the satisfaction of the Parks and Maintenance Director, or his authorized agent, all work required under this contract during the prescribed hours (6:30 AM to 4:00 pm). **Staffing shall be as needed plus any additional workforce to complete the maintenance/construction tasks required on the frequency page.** Payment will be based upon completed, acceptable work, Irrigation technician and spray technician to be provided as needed (personnel needs do not address the alternates per bid forms). Incomplete or unacceptable work will result in a delay or reduction of billing payment.

The Contractor shall have a competent supervisor, who is capable of communicate effectively both in written and oral English and discuss matters pertaining to this contract. Supervisor must be able to demonstrate to the satisfaction of the Parks and Maintenance Director, or his authorized agent, that they possess an adequate technical background. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high-quality work, which will be acceptable to the Parks and Maintenance Director or his authorized agent.

Any order or communication given to the supervisor shall be deemed as delivered to the Contractor. The contractor shall use the free myOntario App. The use of a Smart phone will be required.

The contractor shall provide the minimum staffing requirements to comply with the performance of the landscape maintenance specifications and requirements of the site. Personnel shall be on site ready to work no later than 6:30am.

The Contractor, and their employees, shall always conduct themselves in a proper and efficient manner and shall cause the least possible annoyance to the public. The Parks and Maintenance Director or his authorized agent, may require a Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City of Ontario.

The Contractor shall require each of his employees to wear basic public works working attire. These are basically proper shoes, and other gear required by State Safety Regulation, and proper wearing of the clothing. Shirts shall be worn and always buttoned; safety vests "Type II" are required when indicated by the Work Area Traffic Control Handbook, the Parks and Maintenance Director or his authorized agent.

The Contractor shall establish an identification system for personnel assigned to the maintenance/construction site, which clearly indicates to the public the name of the Contractor and individual responsible for the construction/maintenance work. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and name badges.

Contractor shall be responsible for traffic control (where needed) and shall be done per "WATCH" standards. Failure to comply with proper "WATCH" standards shall result in stoppage of all work until the proper traffic control is set up and could result in a fine. 1st violation $500.00, 2nd. Violation $ 1000.00, 3rd. violation and thereafter $ 3000.00 and/or possible cancellation of contract.

Inclement Weather

During inclement weather, (rainstorms, windstorms etc.) the contractor shall be required to contact the City representative prior to 7:00 am to receive clear direction of their assignments for the day. A minimum of two staff members shall be at the disposition of the City.

15. LOCAL OFFICE

A. The Contractor shall maintain an office with a telephone and provide at all times the following:

A responsible person(s), employed by the Contractor, which shall have the ability to take necessary action regarding all inquiries and/or complaints received from the Parks and Maintenance Director, or his authorized agent. This person(s) shall be accessible twenty-four (24) hours per day and seven (7) days per week. An answering service shall be considered an acceptable substitute to full-time coverage, outside of prescribed working hours, provided the Contractor is notified of any communication within one (1) hour after receipt of said communication. The telephone number(s) of the Contractor or responsible person(s) of the Contractor shall be a toll-free number for the City of Ontario.

B. During normal working hours, the Contractor's supervisors, who are responsible for providing contractual services, shall be available for notification through a landline or cellular telephone communication. This will allow the city to access the contractor at any time during City working hours.

16. STORAGE FACILITIES

The City of Ontario will not be providing storage facilities throughout the duration of this contract.

A. SIGNS

Contractor shall not post signs or advertising matter upon the areas under maintenance or improvements thereon, unless prior written approval is obtained from the Parks and Maintenance Director, or his authorized agent.

Contractor shall, always, remove all unauthorized signs and advertising matter such as, but not limited to, garage sale signs, yard sale signs, campaign signs and personal business signs in the area under maintenance.

17. LOCK AND KEYS

A. Where City of Ontario locks and keys are required as part of this contract, the Contractor shall:

Not duplicate any coded City key furnished by the city.

Surrender all keys furnished by the Parks and Maintenance Director or his authorized agent promptly at the end of the contract period, or at any time-deemed necessary by the Parks and Maintenance Director, or his authorized agent, to prevent loss to the City of Ontario.

Protect the security of City property by keeping controller cabinets and enclosure doors always locked.

Contact the City immediately if a security lock is non-functional and needs repair. Refrain from using premises behind locked doors for storage of materials, supplies or tools except as approved by the Parks and Maintenance Director or his authorized agent. In the event that the contractor staff who has been assigned keys to the facilities resigns from his position, it is the

sole responsibility of the contractor to retrieve the keys assigned to such staff member and return to the City.

18. UTILITIES

The City of Ontario shall pay for the maintenance related to water and electrical utilities.

When needed, water usage shall not exceed the budgeted amount to comply with the City Water Conservation efforts. A water budget may be provided by the City and shall be reviewed and adhered to by the Contractor. Water budget shall be approved by the Parks and Maintenance Director, or his authorized agent.

The Contractor may be charged for all excessive utility usage (using the current utility rate) due to the contractor's failure to manage and or monitor irrigation system malfunctions or unauthorized increases in water usage. The excess cost will be determined by comparing the current utility usage with historical usage data for the same period.

The excess cost factor shall be deducted from payments to the Contractor. However, the Contractor will be allowed three (3) working days, upon receiving notice, to explain in written documentation the cause of the increase in utility usage in question. A final determination (after review of Contractor's explanation) of the deduction will be assessed by the Parks and Maintenance Director or his authorized agent.

19. NON-INTERFERENCE

The Contractor shall not interfere with the public use of the premises and shall conduct their operations so as to offer the least possible obstruction and inconvenience to the public, nor disrupt the peace and quiet of the area within which the services are performed.

20. PARKING

A. The Contractor shall park their vehicles and equipment within designated parking areas or in such a location to ensure normal vehicular traffic.

B. The Contractor's vehicles and equipment shall not be parked or set in such a manner that they block pedestrian access or vehicular right-of-way except as required to comply with all safety standards of OSHA or CAL-OSHA. Failure to perform proper traffic control will result in a formal warning (first time), deduction of $500.00 per instance after formal warning has been given and contractor fails to comply.

21. EMERGENCY CALLS

A. The Contractor shall have the capability to receive and respond immediately to calls of an emergency nature during normal working hours and outside of normal working hours. Calls of an emergency nature received by the Parks and Maintenance Director or his authorized agent, shall be referred to the worksite Contractor for immediate disposition. If the work site Contractor cannot be reached within two (2) hours, the City will deduct from the monthly billing the cost of City forces, or other sources, used to repair the emergency. The Contractor shall not receive additional compensation for responding to emergencies for work included in these general conditions at contract work sites.

22. EXTRAORDINARY SERVICES

A. The Contractor shall be responsible for providing extraordinary maintenance and/or repairs to existing landscape and new landscape areas outside of their contract areas. Extraordinary services shall be defined as work not included in these general conditions or work required at a site for which there is no contract. Extraordinary maintenance shall include answering emergency calls as required. Contractors shall respond to an emergency call within two (2) hours. Contractors shall maintain a 24 hours per day, seven days per week, on-call service for emergency calls. The Contractor shall notify the Parks and Maintenance Director, or his authorized agent, by telephone within 24 hours of any emergency extraordinary work that is performed. Non-emergency extraordinary work requires written approval before the work is performed. Submission of an EWA and approval by the Parks and Maintenance Director, or his authorized agent will be necessary. The Contractor shall be compensated for extraordinary work as defined in Section 9.

B. In situations involving emergency repair work after normal work hours, Contractors shall dispatch qualified personnel and equipment to reach the site within two (2) hours. The Contractor's vehicle shall carry sufficient equipment to effect safe control of traffic. When the work site Contractor arrives at the site, the Contractor shall set up traffic warning and control devices, if deemed necessary and proceed to repair on a temporary/permanent basis.

C. If a City Representative is still at the site when the work site contractor arrives, the Contractor shall quickly evaluate the situation and discuss it with the City Representative. If the repair will take only a few minutes, the City Representative may stay to continue to direct traffic while the Contractor makes the repairs. If the repair will take longer than the City Representative

can wait, the Contractor shall immediately set up temporary traffic control devices and all other necessary warning devices and relieve the City Representative.

D. An emergency may be called by the following individuals or agencies at anytime for extraordinary services involving repair work:

1. City Manager
2. Police Department
3. Fire Department
4. Parks and Maintenance Director

E. The following emergency phone numbers are listed for the convenience of the Contractors:

Fire Department (Dispatch)	(909) 983-5911
Fire Department (Emergency)	911
Police Department (Dispatch)	(909) 986-6711
Police Department (Emergency)	911
Southern California Edison	(800) 655-4555
Southern California Gas	(800) 427-2200
Dig Alert	(800) 422-4133

23. REPORTING DAMAGE OR MALFUNCTION

Any damage to, or malfunction of, any facility not specifically stated in this Agreement shall be promptly reported to the Parks and Maintenance Director, or his authorized agent.

24. COMPENSATION FOR ROUTINE MAINTENANCE

The City shall compensate Contractors based upon the total dollar amount of a bid or the total dollar amount of a combination of bids, if applicable, in monthly installments beginning 30 days after the commencement of work. Billing adjustments may be made where authorized by this Agreement.

25. ADDITION OR DELETION OF LANDSCAPE AREAS

The Contractors shall maintain, at a unit price comparable to other existing landscape areas and subject to the Parks and Maintenance Director approval or his authorized agent's approval, additional landscape areas that the city adds to this contract. If notification is made of a new installation other than at the beginning of a monthly period, the unit cost negotiated and agreed upon by the parties, shall be prorated from the day the Contractor is notified to start maintenance. The City may elect to delete work sites, or portions thereof, within this Agreement at a unit price comparable to the bid price of said work sites.

26. DISCREPANCIES OR OMISSIONS

Should a bidder find discrepancies or omissions in the specifications or other documents, or be in doubt as to their true meaning, he may request a written interpretation from the Parks and Maintenance Director, or his authorized agent. Any interpretation, or change in the proposed documents, will be made only by addendum issued to each person to whom bid forms have been issued and shall become a part of the bid.

27. MINOR MODIFICATION

The Parks and Maintenance Director, or his authorized agent, may modify these specifications with the joint approval of the Contractor.

28. CONTRACTOR NON-COMPLIANCE

If the Parks and Maintenance Director, or his authorized agent, determines that there are deficiencies in the performance of this Agreement, the Parks and Maintenance Director, or his authorized agent, will provide a written inspection notice to the Contractor stating the deficiencies and specifying a time frame to correct the specified deficiencies. This time frame shall be reasonable, as determined by the Parks and Maintenance Director, or his authorized agent, to correct the specified deficiencies but not to exceed five 5 working days from the day of the inspection punch list. If the site(s) show obvious signs of non-performance, the Parks and Maintenance Director, or his authorized agent shall have the ability to immediately enforce partial or full deduction for the site in question. Should the Contractor fail to correct all deficiencies within the stated time frame, the Parks and Maintenance Director, or his authorized agent, may exercise the following measures:

A. Deduct from the Contractor's payment the amount necessary to correct the deficiency, including City overhead and impose a deficiency deduction.

B. Withhold the entire or partial payment.

C. Utilize City forces, or an alternate source, to correct the deficiency and deduct from the Contractor's payment the total cost, including City overhead. The Parks and Maintenance Director, or his authorized agent, shall decide all questions which arise as to the manner of performance and completion per schedule, acceptable fulfillment of the contract by the Contractor, interpretation of the specifications, and compensation to include completion of work by alternate sources. In addition to the provisions of Section 3.3, Contract Documents and Section 28 (B), in event of a failure to correct a deficiency, or for any other breach of this Agreement by the Contractor, the City of Ontario may immediately terminate this Agreement. If the contractor requires extra time to complete the deficiency list due to materials/parts shortage, the contractor shall request in writing only the time needed to be added and the reasons why. The City representative will review the request and shall respond to the contractor in writing of the decision made. Contractor shall present the request for extension within the first five (5) working days of the deficiency list.

29. PAYMENTS WITHHELD

The city may withhold entire or partial payment for reasons as follows:

A. Work required in the specifications, which is defective, incomplete, or not performed. Claims filed or reasonable evidence indicating probable filing of claims.
B. Failure of the Contractor to make payments properly to subcontractors, or for materials and/or labor. A reasonable doubt that the contract cannot be completed for the remaining balance.
C. Reports, logs, or other contractual written documentation required of the Contractor to be delivered to the Parks and Maintenance Director, or his authorized agent, which is/are incomplete or not performed.

30. WITHHELD CONTRACT FUNDS

The Contractors may, at his sole cost and expense, substitute securities equivalent to any monies withheld by the City to insure performance under the contract. Such securities shall be deposited with the City or with a State or Federally Chartered Bank as escrow agent who shall pay such monies to the Contractors upon satisfactory completion of the contract. The Contractor

shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Securities eligible for investment under this section shall include those listed in Public Contract Code Section 22300. One definition of just cause for immediate contract termination is, if in the opinion of the Parks and Maintenance Director, or his authorized agent, the contract cannot or will not be completed by the Contractor in its entirety. In the event of such termination, the bonds required shall remain in effect for six (6) months after the date of termination to provide surety that any remedial work required at the time of termination will be completed.

If the Contractor fails to meet the specifications of this contract for any fifteen (15) consecutive or non-consecutive days, the Parks and Maintenance Director, or his authorized agent, may at his option terminate the balance of this contract by written notice of termination to the Contractor. Notice of such termination shall take effect three (3) days after such notice is mailed.

31. COMPLAINTS FROM CITY

The Contractor shall maintain an on-the-job a written log of all complaints which includes the date and time received and the action taken or the reason for non-action. The on-the-job log of complaints shall be available upon request from the City Representative. All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the Parks and Maintenance Director, or his authorized agent. If any complaint is not abated within 24 hours, the Parks and Maintenance Director, or his authorized agent, shall be notified immediately of the reason for not abating the complaint, followed by a written report to the Parks and Maintenance Director or his authorized agent, within four (4) City working days.

If the complaints are not abated within the time specified, or to the satisfaction of the Parks and Maintenance Director or his authorized agent, the Parks and Maintenance Director, or his authorized agent, may correct the specific complaint and the total cost incurred by the City of Ontario shall be deducted and forfeited from the payments owing to the Contractor from the City of Ontario.

32. CONTRACTOR IS AN INDEPENDENT CONTRACTOR, INDEMNIFICATION

Contractor shall act under the contract as an Independent Contractor thorough the City of Ontario and will not be an agent, or employee of the City. Contractor shall not represent or otherwise hold out itself, or any of its subcontractors, directors, officers, partners, employees, or

agents, to be an agent or employee of the City. Contractors shall indemnify and otherwise hold harmless the City, its officials, officers, directors, employees, agents and other representatives, from all liability, loss, or damage, including reasonable attorney's fees and other costs of defense resulting from damage or injury to persons or property caused, or claimed to have been caused, by acts or omissions of the Contractor, or of any of its subcontractors, directors, officers, partners, employees, or agents in the course of, or in connection with the Contractor's performance under the contract. The Parties agree to cooperate fully in the resolution of any claims for such liability, loss, or damage.

33. SUBCONTRACTOR/ASSIGNMENT OF CONTRACT

Reference is hereby made to the provisions of The Subletting and Subcontracting Fair Practices Act (Government Code Sections 4100, et. seq.), which are incorporated herein and made a part hereof by this reference.

A copy of each subcontract, if in writing, or if not in writing, then a written statement signed by the Contractor, giving the name of the subcontractor, and the terms and conditions of such subcontract, shall be filed with the City before the subcontractor begins work. Each subcontract shall contain a reference to this agreement between the City and the Contractor, and the terms of that agreement between the City and the Contractor and all parts thereof shall be made a part of such subcontract insofar as applicable to the work covered thereby. Each subcontractor shall provide for its annulment by the Contractor at the order of the City, if, in the City's opinion, the subcontractor fails to comply with the requirements of the principal contract insofar as the same may be applicable to his work. Nothing herein contained shall create any contractual relation between any subcontractor and the City or relieve the Contractor of any liability or obligation hereunder.

Contractor shall not assign, transfer, convey or otherwise dispose of this contract, or of his rights of interests in or to the same or any part hereof, without the previous consent in writing of the Parks and Maintenance Director, or his authorized agent. If the Contractor, without such previous written consent assigns, transfers, conveys, or otherwise disposes of the contract, or of his rights or interests therein, the contract may, at the option of the City, be terminated and revoked, and the City shall there upon be relieved and discharged from all liability and obligations arising out of the same to the Contractor, and to his assignee or transferee. No right under the contract, nor any right to any money to become due hereunder, shall be asserted against the City in law or equity by reason of any so-called assignment of the contract, or any

part thereof unless authorized by the written consent of the Parks and Maintenance Director, or his authorized agent.

34. COMPLIANCE WITH THE LAW

Contractor agrees that their performance under this contract shall comply with all applicable laws of the United States of America, the State of California, the county of San Bernardino, the City of Ontario and any other political entity having jurisdiction over the activities of the Contractors. The Contractor State License Board for the State of California has administratively determined in writing that a C-27 Contractor License is required to provide the service as set forth in the contract and specifications. Therefore, each bidder will be required to hold a valid C-27 Contractor License.

35. PAYROLL

Section 1776, Chapter 1 of Division 2, from the California Labor Code requires that each Contractor and Subcontractor keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and each week, and the actual per diem wages paid each journeyman, apprentice or worker employed by him.

The employee's own payroll records shall be available for inspection, and a copy shall be made available to the employee or his authorized representative, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standard.

Pursuant to Labor Code Section 1778.8, the Contractor agrees to pay travel and subsistence payments to each workman needed to execute the work in accordance with the applicable collective bargaining agreements filed with the Department of Industrial Relations.

36. LABOR STRIKE

It shall be the responsibility of each contractor to provide continuous contractual services, without any interruption.
In case of any labor strikes, the Contractor shall provide other means, as its own cost, to provide a comparable continuous contractual service as if there were no strike.
Failing to do so will cause the Parks and Maintenance Director, or his authorized agent, to take whatever action is deemed necessary to provide such service and the cost will be borne by the Contractor.

37. DEBRIS DISPOSAL

Blowing and disposing of any debris into the Storm Drain system and/or streets shall not be permitted. If found, Contractor will face liquidating damages as follows; 1st violation $ 500.00, 2nd. violation $1000.00, 3rd. violation and thereafter $3000.00 and/or possible cancellation of contracts.

38. TREE CARE

A. Tree Trimming

The Contractor shall be responsible for all tree under-trimmings, including the removal of palm fronds and flower stalks (if present). All trees are to be under-trimmed to ensure public and vehicle safety or as directed by the Parks and Maintenance Director, or his authorized agent. Contractor shall have a Certified Arborist on staff to meet the following criteria:

Contractor shall prune palm trees at no extra cost to the City (dead fronds and flower stalks) annually, removal of fruit (dates) if present shall be done twice per year as designated by the Parks and Maintenance Director or his authorized agent.

All trees in the work site shall be maintained in their natural shapes. This work shall be accomplished in a manner which will ensure that each individual tree is under-trimmed carefully to promote the tree's health and appearance.

All work shall be of the highest quality and performed in accordance with City approved tree trimming standards.

All trees shall be continually maintained free of all dead, diseased and damaged branches back to the point of breaking. In cases where the dead, diseased or damaged branches are beyond the reach of a tree pruning pole saw being operated from ground level, the Contractor is to notify the City within 24 hours. Cuts must be made flush with the collar to promote proper healing. Pruning tools shall be adequately sharpened to provide clean cuts and shall be properly sterilized to reduce spread of disease.

All sucker growth is to be removed from trees as it occurs.

The Contractor shall maintain all branches which encroach on or over sidewalks at a minimum height of ten feet (10') clearance. The Contractor shall notify the city within 24 hours of any

branches encroaching beyond the curb line into the street that cannot be reached with a pole saw.

All branches which encroach over private property, shall be removed as directed.

The Contractor shall not remove or disturb any tree central leader without prior written approval from the Parks and Maintenance Director, or his authorized agent.

39. WEED CONTROL

Weeds are defined in the dictionary as:
“A wild plant growing where it is not wanted and in competition with cultivated plants."
When classified by their gross morphological features, weeds are broken down into three major categories: grasses, sedges, and broadleaf weeds.
Full control of these 3 categories of weeds will be achieved with a combination of selective and non-selective herbicides as well as mechanical removal. **Weeds should not be visible.**
All areas within the specified maintenance area, including but not limited to, turf grass, shrub and ground cover areas, planters, tree wells, landscape areas, and softball/baseball infields shall be kept free of weeds at all times. At no time shall any weed be over 4” tall.

Weed removal shall consist of complete removal of all weeds, including top growth and roots.
Weed control shall be performed as needed.
Weeds shall be controlled either by hand, mechanical or chemical methods; however, the Parks and Maintenance Director, or his authorized agent, may restrict the use of chemical weed control in certain areas.

40. USE OF CHEMICALS

The Contractor shall submit a list of all chemical herbicides, pesticides, and rodenticides proposed for use under this contract for approval by the Parks and Maintenance Director or his authorized agent with the signed contract. Materials included on this list shall be limited to chemicals approved by the State of California Department of Food and Agriculture, and shall include the exact brand name and generic formulation. The use of any chemical on the list shall be based on the recommendations of a California State Licensed Pest Control Advisor where required by law.

The use of chemicals shall conform to the current San Bernardino County Agriculture Commissioner regulations. No chemical herbicide, rodenticide or pesticide shall be applied until

its use is approved, in writing, by the Parks and Maintenance Director, or his authorized agent as appropriate for the purpose and area proposed.

Required spray equipment will consist of at least one (1) medium spray rig of 100-gallon (minimum) capacity or more and backpack sprayers provided for each crew performing chemical landscape maintenance.

41. LITTER

All areas in the work sites shall be kept free of, but not limited to, the following items: bottles, glass, broken glass, cans, paper, cardboard, metallic items, feces, leaves, tumbleweeds and other debris on a daily basis.

The Contractor shall promptly remove from the work area, all debris generated by their performance and dispose of the debris in a legal manner. The City does not allow any dumping of debris generated by your daily work in City facilities. Illegal dumping picked up by contractors shall be brought up to the City yard for proper disposal. Excessive dumping (above and beyond reasonable) after long holiday weekends and special events shall be reported immediately to the City Representative.

Hazardous waste as well as homeless belongings shall not be picked up. Contractor shall contact City Representative to arrange proper disposal by City forces. A myOntario App service request shall be created to report the hazardous conditions.

42. GENERAL

A. Trash Removal

Remove all trash and accumulated debris from the work sites daily. In addition, any type of feces is also to be removed from the walkways, turf or ground cover areas and dumpster areas.

B. Policing of Areas

All maintained areas shall be policed based on frequencies.

C. Curb and Gutter Maintenance

The Contractor is responsible for removal of all weeds and grass growing in and around the curb and gutter area monthly. The Contractor is responsible for insuring the roadway is cleared

of all dirt and debris within four (4) feet of the curb and gutter in all areas adjacent to maintenance responsibilities.

D. Walkway Maintenance

Walkways shall be cleaned immediately following mowing and edging and cleaned by use of power sweeping or blower equipment. All walkway cracks and expansion joints shall be maintained weed and grass free at all times.

E. Drain Maintenance

All drains and catch basins shall be kept free of siltation and debris at all times. All V-ditches and drainage areas shall be kept clean and edged weekly by the Contractor. Cleaning of drain basins shall be done monthly, Contractor shall inspect weekly to make sure that grates are secured, if missing, Contractor shall replace at City's expense. Damaged grates due to Contractor's operations shall be replaced at Contractors expense.

F. Removal of Leaves

Accumulation of leaves shall be removed from all designated landscape areas on a monthly basis and under trees once per month or more as needed.

G. Hardscape Power Wash

All concrete areas shall be cleaned using a power washer (hot steam cleaning washer) to remove soda spills, gum and other stains that might be present. The City Representative will make the final determination if the service is needed.

The use of a biodegradable cleaner (soap) is required and permitted. Containment of contaminated soapy water shall be the responsibility of the Contractor.

43. REPAIR AND SERVICE OF WALKWAYS AND MISCELLANEOUS IMPROVEMENTS

Walkways and Service Roads - All walkways and service roads, if any, shall be maintained by the Contractor so as to keep the integrity of the walking or driving surface in a safe, unimpaired condition.

The Contractor will not be responsible for total replacement of roadways or walkways as a result of normal deterioration but will be required to replace all improvements damaged by his negligence.

It will be the responsibility of the Contractor to repair or replace miscellaneous improvements such as signs and mowing strips, or any other structural improvements within the work sites, unless otherwise specified. The Contractor shall be entitled to additional compensation for these services as stated. The contractor shall communicate any improvements needed prior to repairs to the Parks and Maintenance Director or his authorized agent for proper approvals.

44. CITY OF ONTARIO myOntario App (FREE)

Contractor shall download the free myOntario App for the purpose of tracking completed specialty tasks (mulching, vandalism, vehicular damage, rose trimming, fertilizations, chemical applications, illegal dumping, hazardous waste, pruning shrubs, downed branches and rodent control, restroom issues). All specialty tasks shall be recorded as a service request using the app order system and shall be reported to the city representative when completed. City staff will close the service request.

NOTICES

Any notice, demand, request, consent, approval, or communication that either Party desires, or is required to give to the other Party or any other person, shall be in writing and either served personally, sent by prepaid, first-class mail, or by email followed by mailing of said notice.

Ontario Ranch Weed Abatement Sites

MAINTENANCE FREQUENCIES

TREES

Staking/Guying	As needed
Under Trimming (ISA standards)	As needed
Raking Leaves	As needed
Under Trimming	As needed

MISCELLANEOUS

Weed Removal	As needed
Weed Control	24 x per year
Curb and Gutter service	As needed
Trash/Litter	364 x per year

EXHIBIT "B"

SCHEDULE OF SERVICES

SEE ATTACHMENT

LANDSCAPE MAINTENANCE SERVICES FOR ONTARIO RANCH WEED ABATEMENT

BID SCHEDULE NO. 1
LANDSCAPE MAINTENANCE CONTRACT PM 2425-18
FISCAL YEAR 2024/2025 to 2026/2027 3 YEAR CONTRACT

No.	Description	Monthly Cost	Annual Cost
1.	Ontario Ranch Weed Abatement	$12,750.00	$153,000.00
TOTAL		**$12,750.00**	**$153,000.00**

Additional cost for a complete individual tree trimming up to 30' (per individual tree/required trimming to be +/- 35% of growth per ISA)	$120.00
Cost for complete tree (individual) removal per inch at DBH (diameter at breast height) stumps to be ground to a depth of 18" minimum	$60.00
Cost for complete tree removal per inch at DBH (diameter at breast height) (flush cut 3" from ground)	$45.00

FUTURE CONTRACT ADDITIONS

Landscape maintenance areas cost per sq. ft.	$.037
Hardscape maintenance areas cost per sq. ft.	$.027
Weed Abatement areas cost per sq. ft.	$.06

LANDSCAPE MAINTENANCE SERVICES FOR ONTARIO RANCH WEED ABATEMENT

BID SCHEDULE NO. 2
LANDSCAPE MAINTENANCE CONTRACT PM 2425-18
FISCAL YEAR 2027/2028 4th YEAR CONTRACT (OPTIONAL)

No.	Description	Monthly Cost	Annual Cost
1.	Ontario Ranch Weed Abatement	$13,135.50	$157,626.00
TOTAL		**$13,135.50**	**$157,626.00**

Additional cost for a complete individual tree trimming up to 30' (per individual tree/required trimming to be +/- 35% of growth per ISA)	$120.00
Cost for complete tree (individual) removal per inch at DBH (diameter at breast height) stumps to be ground to a depth of 18" minimum	$60.00
Cost for complete tree removal per inch at DBH (diameter at breast height) (flush cut 3" from ground)	$45.00

FUTURE CONTRACT ADDITIONS

Landscape maintenance areas cost per sq. ft.	$.037
Hardscape maintenance areas cost per sq. ft.	$.027
Weed Abatement areas cost per sq. ft.	$.06

LANDSCAPE MAINTENANCE SERVICES FOR ONTARIO RANCH WEED ABATEMENT

BID SCHEDULE NO. 3
LANDSCAPE MAINTENANCE CONTRACT PM 2425-18
FISCAL YEAR 2028/2029 5th YEAR CONTRACT (OPTIONAL)

No.	Description	Monthly Cost	Annual Cost
1.	Ontario Ranch Weed Abatement	$13,530.00	$162,360.00
TOTAL		**$13,530.00**	**$162,360.00**

Additional cost for a complete individual tree trimming up to 30' (per individual tree/required trimming to be +/- 35% of growth per ISA)	$120.00
Cost for complete tree (individual) removal per inch at DBH (diameter at breast height) stumps to be ground to a depth of 18" minimum	$60.00
Cost for complete tree removal per inch at DBH (diameter at breast height) (flush cut 3" from ground)	$45.00

FUTURE CONTRACT ADDITIONS

Landscape maintenance areas cost per sq. ft.	$.037
Hardscape maintenance areas cost per sq. ft.	$.027
Weed Abatement areas cost per sq. ft.	$.06

EXHIBIT "C"

NTE $459,000

PERFORMANCE/PAYMENT BONDS ON THE NEXT PAGE

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Ontario (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, 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 Contractor, 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 and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, 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 shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed 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 to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By_____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

_____

_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

_____

_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

_____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, 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 of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Ontario (hereinafter designated as the "City"), has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)_____

Contractor/ Principal

By_____

Title_____

_____

(Corporate Seal) Surety

By_____

Attorney-in-Fact

Title_____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, 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 of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

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☐ Individual
☐ Corporate Officer

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Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

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

CITY OF ONTARIO
MAINTENANCE 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 **Merchants Landscape Services, Inc.,** a **Corporation** with its principal place of business at **1510 S. Lyon St., Santa Ana, CA 92705 ("Contractor").** City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **Landscape Maintenance Services for Quiet Home Weed Abatement** services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City.

2.2 Project.

City desires to engage Contractor to render such services for the **Landscape Maintenance Services for Quiet Home Weed Abatement PM 2425-17** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor 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 maintenance 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 **September 1, 2024** to **June 30, 2027** 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 two (2) additional one-year terms. Contractor 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. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Three Hundred Eighty-Seven Thousand Dollars with Zero Cents ($387,000)** without written approval of City's **City Manager**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.2.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.2.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.2.5 Extra Work. At any time during the term of this Agreement, City may request that Contractor 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. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3 Responsibilities of Contractor.

3.3.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor 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. Contractor 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. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor 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 Contractor shall be subject to the approval of City.

3.3.4 City's Representative. The City hereby designates **Philip Marino, Urban Forestry Manager**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement except for increasing compensation. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.3.5 Contractor's Representative. Contractor hereby designates **Mark Brower, President**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his 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.

3.3.6 Coordination of Services. Contractor 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.

3.3.7 Standard of Care; Performance of Employees. Contractor 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. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor 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 Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors 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 Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.8 Period of Performance

3.3.8.1 Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall 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 provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **One Hundred Seventy-Seven Dollars with Zero Cents ($177)** per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.3.8.2 Neither City nor Contractor 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 Contractor and its subconsultants, 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.

3.3.8.3 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 Contractor 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.

3.3.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.3.10 Laws and Regulations; Employee/Labor Certifications.

3.3.10.1 Compliance with Laws. Contractor 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. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.3.10.2 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies 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. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.3.10 or any of its sub-sections.

3.3.10.3 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.3.10.1.

3.3.10.4 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.3.10.1 or 3.3.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including

in those verifications provided to the Contractor under Section 3.3.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.3.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, 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. Contractor 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.

3.3.10.6 Air Quality. Contractor 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 California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.7 Water Quality.

(A) To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Colorado River Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor 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, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive

adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Contractor shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

3.3.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor 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. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be

promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.3.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Ontario, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance, deductible, or self-insurance shall be called upon to protect it as a named insured. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) 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 Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance, deductible, or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Policy shall contain or be endorsed to contain such provisions. Notwithstanding the minimum limits set forth in Section 3.3.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.3.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.3.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. 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. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.3.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.3.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.3.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.3.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.3.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.3.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor 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. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3.13 Bonds.

3.3.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.3.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.3.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The

surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.3.14 Work Site.

3.3.14.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances–time or money–will be allowed as to such matters after commencement of the Services.

3.3.14.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.3.15 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.3.16 Warranty. Contractor warrants all Services under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Contract, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been

transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Contractor 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, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor 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 Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.4.2 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is $15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable.

3.4.3 Registration/DIR Compliance. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

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 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor 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.

3.5.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.3 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 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, “Claims”) in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor’s Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys’ fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor’s indemnity obligation shall not apply to such loss or damage which is caused by the sole or active negligence or willful misconduct of the City.

3.6.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City’s choosing and at Contractor’s own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and volunteers as part of any such

claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and volunteers.

3.7 General Provisions.

3.7.1 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor 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. Contractor 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 Contractors. Contractor 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 Contractor is in compliance with the California Labor Code, Contractor shall only utilize its employees to provide the Services. Contractor 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. Contractor represents and warrants that all personnel who perform the Services on Contractor's behalf are Contractor's employees, and that Contractor 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. Contractor 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 Contractor to use a Subcontractor, Contractor 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:

Contractor:

Merchants Landscape Services, Inc.
1510 S. Lyon St.
Santa Ana, CA 92705
Attn: Mark Brower, President

City:

City of Ontario
303 East "B" Street
Ontario, CA 91764
Attn: Philip Marino, Urban Forestry Manager

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 Governing Law; Government Code Claim Compliance. 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, Contractor 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 Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.5 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 other costs of such action.

3.7.6 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.7.7 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.7.8 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.9 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.7.10 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 Contractor include all personnel, employees, agents, and subcontractors of Contractor, 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.

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

3.7.12 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.

3.7.13 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.14 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.

3.7.15 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors 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.

3.7.16 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.

3.7.17 Authority to Enter Agreement. Contractor 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.

3.7.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.19 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. This Agreement may only be modified by a writing signed by both parties.

SIGNATURES NEXT PAGE

SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND MERCHANTS LANDSCAPE SERVICES, INC.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF ONTARIO

Approved By:

_____
Scott Ochoa
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

Merchants Landscape Services, Inc.

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

_____
Contractor's License Number and Classification

_____
DIR Registration Number

[If Corporation, TWO SIGNATURES, President OR Vice President <u>AND</u> Secretary OR Treasurer REQUIRED]

EXHIBIT "A"

SCOPE OF SERVICES

1. SCOPE OF WORK

A. The intent of this Agreement is to secure a contractor(s) who shall provide Landscape Maintenance Services for Quite Home Weed Abatement PM 2425-17.

B. The Contractor shall furnish all labor, tools, materials, and equipment to provide the landscape maintenance and repairs as set forth in this Agreement.

C. All Work shall be done in a professional, thorough, and workman like manner to the satisfaction of the Parks and Maintenance Director, or his/her authorized agent, and comply with all legal construction and landscape maintenance practices. The premises shall always be maintained at the level of service provided for in these specifications. The Contractor shall have the duty to provide complete landscape maintenance of all the project areas, including, but not limited to, the following: Fertilize, under-trim trees and shape shrubs, trim ground cover areas, mow, and edge turf grass areas. Consistently maintain the project areas with horticulturally acceptable growth and color. Consistently maintain the project areas to be devoid of weeds. Consistently maintain the project areas to be devoid of weeds five (5) feet out into the curb, gutter and street. Consistently maintain the project areas to be devoid of diseases, rodents and pests. Consistently maintain the project areas to be devoid of litter. Consistently maintain the project areas to be devoid of safety hazards. Consistently maintain the project areas to be devoid of unsafe walkways. Consistently maintain the project areas to be devoid of blocked drainage systems. Consistently maintain the project areas to be devoid of malfunctioning irrigation systems. Consistently maintain the project areas to be devoid of graffiti and paper like signs. Program, monitor, adjust and maintain all irrigation system clocks, and perform extra work as directed and approved.

D. The Contractor shall be available twenty-four (24) hours a day, seven (7) days a week to respond to all emergencies within two (2) hours of notification. Emergencies that involve maintenance work included in these general conditions shall not be compensated.

E. The Contractor shall perform a weekly maintenance inspection, during daylight hours, of all areas. Such inspection shall be both visual and operational. It shall include, but not be limited

to, the operation of all irrigation and/or other mechanical systems to check for proper condition and reliability.

2. WORK SITE

Work sites may include parks, medians, trails, weed abatement areas, and parkways.

The City reserves the right to make additions or deletions under this contract with written notice to the Contractor. The monthly compensation shall be adjusted by the monthly unit cost per square foot if any changes result in an increase or reduction in square footage maintained. Compensation shall be based on a-per unit cost (bid schedule form submitted) of work completed.

3. LENGTH OF CONTRACT

This **PRIMARY** contract shall begin **September 1, 2024 and shall terminate on June 30, 2027.**

The **FIRST** optional extension may be granted for a term of **TWELVE (12) MONTHS, from July 1, 2027, through June 30, 2028,** and any proposed increase shall be no greater than the CPI (Consumer Price Index) for the Ontario area, measured performance of the contractor and funding renewal.

The **SECOND** optional extension may be granted for a term of **TWELVE (12) MONTHS, from July 1, 2028, through June 30, 2029,** and any proposed increase shall be no greater than the CPI (Consumer Price Index) for the Ontario area, measured performance of the contractor and funding renewal.

All optional extensions of the contract are subject to approval by the City Manager, or his authorized agent and are contingent upon funding and performance by the Contractor.

4. DEFINITIONS

Where "as directed", "as required", "as permitted", "approved", "acceptance", or words of similar importance are used, it shall be understood that the direction, requirement, permission, approval or acceptance of the Parks and Maintenance Director, or his authorized agent, is intended unless otherwise stated.

The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by the City of Ontario, Parks and Maintenance Director, or his/her authorized agent and working under this contract.

The use of the words "shall" and "may" shall be held to mean "mandatory" and "permissive" respectively.

The use of the words "his" or "him" shall be construed to mean either gender, as appropriate. The use of the words " Parks and Maintenance Director " shall be construed to mean either the Parks and Maintenance Director or his authorized agent(s).

The words "City working day" refers to Monday-Friday, 6:30 a.m. to 4:00 p.m.

5. VANDALISM/THEFT/DAMAGE

Contractor shall be responsible for performing maintenance, repairs, and replacement of existing landscaped areas which are maintained under this contract and damaged or altered in any way as a result of theft, vandalism or mysterious damages that do not result from the performance of the Contractor.

In the case of vandalism to the maintained areas (Damage by Unknown Circumstances), Contractor shall notify the City within 24 hours using the free myOntario App. Graffiti will be entered under the “graffiti “Tab. All other Vandalism will be entered under the “Parks” Tab. In addition, EXCEPT in the case of graffiti, a text or email must be sent to the City’s Representative within 24 Hours detailing the Vandalism.

The use of red "Danger" tape shall be used when an area is unsafe for the public by the end of workday.

The repairs shall be made within 24 hours of receiving a notice to proceed by text or email. At no time shall damage by unknown sources remain unrepaired for a period exceeding 72 hours.

Additional compensation will be provided only for costs that are directly related to the theft and/or vandalism.

The following conditions shall be met prior to the Contractor being reimbursed for "Damage by Unknown Circumstances".

6. VANDALISM/THEFT/DAMAGE BIDS

Contractor shall submit an itemized EWA (Extra Work Authorization) within 24 hours to the City's Representative. Contractor shall secure written authorization for the repairs by the Parks and Maintenance Director, or his authorized agent within twenty-four (24) hours by e- mail or text. For emergencies regarding public safety, a verbal or text approval by the Parks and Maintenance Director, or his authorized agents, may be obtained.

7. COMPLETION OF PROPOSED VANDALISM/THEFT/DAMAGE WORK

A. Work is to commence within twenty-four (24) hours after receiving City approval.

B. The work shall be inspected and released as complete by the City representative, and then invoiced as specified in section (8).

8. INVOICING OF PROPOSED VANDALISM/THEFT/DAMAGE WORK

A. Contractor shall submit on business letterhead, a photocopy of the original EWA describing individual material costs and an invoice with line items for material costs, labor costs and administrative costs. The cost estimate for additional work shall consist of the following elements: **Base cost of labor plus Fifteen percent (15%) for overhead and profit. Actual cost of materials plus fifteen percent (15%) for overhead and profit.** City reserves the right to ask for payroll records and vendor invoice if discrepancies on the bid exist. Materials may be provided by the City of Ontario.

B. Contractor shall submit a copy of a report filed with the City of Ontario Police Department, which relates to the specific incident if required by the Parks and Maintenance Director or his authorized agent.

9. ADDITIONAL (EXTRA) WORK (EXTRA WORK AUTHORIZATION or EWA)

A. The Parks and Maintenance Director, or his authorized agent, may, at his discretion, authorize the Contractors to perform additional work. Additional work (work not related to "Damages by Unknown Circumstances") shall be defined as work not included in this Agreement.

B. Prior to the Contractor performing any additional work, the Contractor shall prepare and submit a written description of why the additional work is required, what type of work is proposed, and a cost estimate for the additional work as stated. No work shall commence

without written authorization from the Parks and Maintenance Director, or his authorized agent. Notwithstanding the above authorization, when a condition exists where there is imminent danger of injury to the public or damage to property, the Parks and Maintenance Director, or his authorized agent may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the Parks and Maintenance Director, or his authorized agent, for approval.

C. The cost estimate for additional work shall consist of the following elements:

Base cost of labor plus fifteen percent (15%) for overhead and profit.

Actual cost of materials plus fifteen percent (15%) for overhead and profit (invoice from vendor shall be attached to each invoice turned in for payment).

City reserves the right to ask for payroll records. Materials may be provided by the City of Ontario.

D. Written authorization from the Parks and Maintenance Director, or his authorized agent, shall be by the issuance of a change order or signed bid. This change order or signed bid shall be considered an amendment to this Agreement and approved by the Parks and Maintenance Director, or his authorized agent, and Contractor.

E. All additional work shall commence on the agreed date and shall diligently proceed until completion. Contractor could use the labor force assigned to the contractual maintenance tasks to perform additional work if prior approval has been granted by the City representative.

F. Upon completion of the additional work, the Parks and Maintenance Director, or his authorized agent, shall be notified so that the work may be verified.

G. The Contractor shall submit an invoice for compensation with attached photocopies of original invoices for materials and a copy of signed bid. Compensation shall not exceed the written estimate. The Contractor's invoice shall be subject to audit and review by the City prior to payment.

H. The City of Ontario reserves the right to repair or contract with a third Party to perform such additional work (if bids are not received within 72 hours of official request and or if the proposed costs do not concur with contractor's labor rates and cost of materials)

10. CONTRACTOR LIABILITY

A. All damage to existing improvements located within areas and adjacent to areas under construction, which in the opinion of the Parks and Maintenance Director, or his authorized agent, are due to the Contractor's operation, shall be repaired or replaced at the Contractor's expense with exact (existing) materials and in an approved manner.

B. Such repairs or replacements shall be performed by the Contractor at no cost to the City and shall be accomplished as directed by the Parks and Maintenance Director or his/her authorized agent. Repairs shall be made immediately after damage or alteration occurs. Deductions shall be made from the Contractor's payments in the amount necessary to compensate the City for such repairs in the event such repair work is done by City forces, or another source.

C. Irrigation damage shall be repaired or replaced within the following time limits: Irrigation entities such as, but not limited to, (risers, heads, backflow device and cages, controllers, basket strainers, pressure regulators, irrigation wires and valves, valve boxes, irrigation pumps, ET gagues, rain buckets, antennas, flow sensors, and landscape lighting equipment) that are damaged during regular routine maintenance and become non- functional or non-efficient shall be replaced immediately. Mainline irrigation breaks shall be repaired within two (2) hours of being notified. All other irrigation repair and/or replacement shall be completed within 24 hours of being notified. (In the event that the mainline repairs require specialized parts and or materials, the contractor shall be responsible to request from the City additional time to complete the repair/s)

D. All damage to turf grass, groundcover, shrubs or trees, shall be repaired or replaced within three (3) working days of being notified. Damage to turf shall be repaired by replacement with the appropriate variety of bermudagrass sod or seeded with warm season seed and topper added. Damage to groundcover shall be repaired by replacement with the appropriate variety of plant material. Size and spacing shall be determined by the Parks and Maintenance Director, or his authorized agent. Damage to shrubs may be corrected by appropriate pruning; however, if in the opinion of the Parks and Maintenance Director, or his authorized agent, the damage is severe, the shrub (in its entirety) shall be removed and replaced with a similar variety and size.

E. Damage to trees shall be repaired in the following manner:

Minor damage, such as bark lost from mechanical equipment shall be remedied by a certified Arborist. If the damage results in the loss of the tree, or, if in the opinion of the Parks and Maintenance Director or his authorized agent, the damage is severe, the damaged tree shall be removed and replaced with a similar variety and size. All damage resulting from chemical application and/or operation, either by spray-drift, improper application, lateral leaching, or other means shall be corrected in accordance with the previous provisions and the soil conditioned to ensure its ability to support plant life. All work shall be inspected, verified, and completed to the satisfaction of the Parks and Maintenance Director, or his authorized agent.

11. INSPECTION/DRIVE

The City and an appointed representative of the Contractor shall conduct a once a month walkthrough to inspect each individual work area. It is the responsibility of the Contractor to set up the inspection time(s) five (5) working days prior to the walkthrough/inspection. It is a requirement that a six to twelve (6-12) month master calendar be set up within 30 days of the award of the contract to insure coordinated dates of inspection. This inspection is to ensure adequacy of maintenance, methods of performing the work are in compliance with the contract and allow all deficiencies to be corrected prior to invoice submission and payment. However, this shall not be construed to relieve the Contractor of the duty to provide continuous inspection of individual work areas. Discrepancies and deficiencies in the Contractor's work shall be brought to the attention of the Contractor and corrected in the manner prior to invoicing and payment.

12. HAZARDOUS CONDITIONS

It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any areas within this Agreement unsafe, as well as any unsafe practices occurring thereon. The Parks and Maintenance Director, or his authorized agent, shall be notified immediately using the myOntario App, as well as text or phone call, of any unsafe condition that requires major correction.

The Contractor shall be responsible for making minor corrections including, but not limited to, filling holes in landscaped areas, diverting water sheet flow, using barricades, danger tape or traffic cones to alert persons of the existence of hazards and replacing valve box covers so as to protect all persons from injury.

The Contractor shall inspect all work sites for hazards, or potential hazards in the contractual areas daily.

During the required inspection of all work sites for hazards, or potential hazards, the Contractor shall immediately contact the City representative (either e-mail or text) indicating the condition, date, and the area that was inspected and a work order should be created using the myOntario App.

The Contractor shall cooperate fully with the City of Ontario in the investigation of any accidental injury or death occurring on the premises, including the submission of a complete written report thereof to the Parks and Maintenance Director within three (3) days following the occurrence.

13. REMOVING OBSTRUCTION AND MAINTENANCE OF EXISTING IMPROVEMENTS

Where the work is to be constructed in, or adjacent to, areas which have been improved by lawns, trees, shrubs, or gardens, the Contractor shall remove such trees or plants as may be necessary for the prosecution of the work and give them proper care and attention until the work has been satisfactorily completed, after which the Contractor shall replace them in as nearly the original condition and location as is reasonably possible. Where it is necessary to deposit the excavated materials on lawns during the process of construction, the Contractor shall first lay burlap or canvas on the lawn to prevent contact between the excavated material and turf grass. Unless otherwise indicated in the contract documents, all utility lines, conduits, wires, or structures shall be maintained by the Contractor and shall not be disturbed, disconnected or damaged by them during the progress of the work, provided, that should the Contractor in the performance of the work disturb, disconnect, or damage any of the above, all expense, arising from such disturbance, or in the replacement or repair thereof, shall be borne by the Contractor. However, in accordance with Section 4215 of the California Government Code, the Contractor shall be compensated 1) for the cost of locating and repairing damage to main or trunk line utility facilities located on the job site, not due to the failure of the Contractor or exercise reasonable care; 2) for costs of removing or relocating such utility facilities not indicated in the contract documents with reasonable accuracy; and 3) for the operation cost for equipment on the project necessarily idled such work.

At least two (2) working days prior to commencing any excavation pursuant to this Contract, the Contractor shall contact Underground Service Alert at (800) 422-4133 or other appropriate regional notification center if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations.

14. CONTRACTOR STAFF

The contractor shall provide the manpower as a minimum staffing requirement to comply with the performance of the landscape/irrigation maintenance specifications and requirements of the site.

The Contractor shall furnish one (1) supervisor with a minimum of 5 years of landscape and irrigation maintenance experience and sufficient supervisory and working personnel capable of promptly accomplishing all tasks on schedule, to the satisfaction of the Parks and Maintenance Director, or his authorized agent, all work required under this contract during the prescribed hours (6:30 AM to 4:00 pm). **Staffing shall be as needed plus any additional workforce to complete the maintenance/construction tasks required on the frequency page.** Payment will be based upon completed, acceptable work, Irrigation technician and spray technician to be provided as needed (personnel needs do not address the alternates per bid forms). Incomplete or unacceptable work will result in a delay or reduction of billing payment.

The Contractor shall have a competent supervisor, who is capable of communicate effectively both in written and oral English and discuss matters pertaining to this contract. Supervisor must be able to demonstrate to the satisfaction of the Parks and Maintenance Director, or his authorized agent, that they possess an adequate technical background. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high-quality work, which will be acceptable to the Parks and Maintenance Director or his authorized agent.

Any order or communication given to the supervisor shall be deemed as delivered to the Contractor. The contractor shall use the free myOntario App. The use of a Smart phone will be required.

The contractor shall provide the minimum staffing requirements to comply with the performance of the landscape maintenance specifications and requirements of the site. Personnel shall be on site ready to work no later than 6:30am.

The Contractor, and their employees, shall always conduct themselves in a proper and efficient manner and shall cause the least possible annoyance to the public. The Parks and Maintenance Director or his authorized agent, may require a Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interest of the City of Ontario.

The Contractor shall require each of his employees to wear basic public works working attire. These are basically proper shoes, and other gear required by State Safety Regulation, and proper wearing of the clothing. Shirts shall be worn and always buttoned; safety vests "Type II" are required when indicated by the Work Area Traffic Control Handbook, the Parks and Maintenance Director or his authorized agent.

The Contractor shall establish an identification system for personnel assigned to the maintenance/construction site, which clearly indicates to the public the name of the Contractor and individual responsible for the construction/maintenance work. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and name badges.

Contractor shall be responsible for traffic control (where needed) and shall be done per "WATCH" standards. Failure to comply with proper "WATCH" standards shall result in stoppage of all work until the proper traffic control is set up and could result in a fine. 1st violation $500.00, 2nd. Violation $ 1000.00, 3rd. violation and thereafter $ 3000.00 and/or possible cancellation of contract.

Inclement Weather

During inclement weather, (rainstorms, windstorms etc.) the contractor shall be required to contact the City representative prior to 7:00 am to receive clear direction of their assignments for the day. A minimum of two staff members shall be at the disposition of the City.

15. LOCAL OFFICE

A. The Contractor shall maintain an office with a telephone and provide at all times the following:

A responsible person(s), employed by the Contractor, which shall have the ability to take necessary action regarding all inquiries and/or complaints received from the Parks and Maintenance Director, or his authorized agent. This person(s) shall be accessible twenty-four (24) hours per day and seven (7) days per week. An answering service shall be considered an acceptable substitute to full-time coverage, outside of prescribed working hours, provided the Contractor is notified of any communication within one (1) hour after receipt of said communication. The telephone number(s) of the Contractor or responsible person(s) of the Contractor shall be a toll-free number for the City of Ontario.

B. During normal working hours, the Contractor's supervisors, who are responsible for providing contractual services, shall be available for notification through a landline or cellular telephone communication. This will allow the city to access the contractor at any time during City working hours.

16. STORAGE FACILITIES

The City of Ontario will not be providing storage facilities throughout the duration of this contract.

A. SIGNS

Contractor shall not post signs or advertising matter upon the areas under maintenance or improvements thereon, unless prior written approval is obtained from the Parks and Maintenance Director, or his authorized agent.

Contractor shall, always, remove all unauthorized signs and advertising matter such as, but not limited to, garage sale signs, yard sale signs, campaign signs and personal business signs in the area under maintenance.

17. LOCK AND KEYS

A. Where City of Ontario locks and keys are required as part of this contract, the Contractor shall:

Not duplicate any coded City key furnished by the city.

Surrender all keys furnished by the Parks and Maintenance Director or his authorized agent promptly at the end of the contract period, or at any time-deemed necessary by the Parks and Maintenance Director, or his authorized agent, to prevent loss to the City of Ontario.

Protect the security of City property by keeping controller cabinets and enclosure doors always locked.

Contact the City immediately if a security lock is non-functional and needs repair. Refrain from using premises behind locked doors for storage of materials, supplies or tools except as approved by the Parks and Maintenance Director or his authorized agent. In the event that the contractor staff who has been assigned keys to the facilities resigns from his position, it is the

sole responsibility of the contractor to retrieve the keys assigned to such staff member and return to the City.

18. UTILITIES

The City of Ontario shall pay for the maintenance related to water and electrical utilities.

When needed, water usage shall not exceed the budgeted amount to comply with the City Water Conservation efforts. A water budget may be provided by the City and shall be reviewed and adhered to by the Contractor. Water budget shall be approved by the Parks and Maintenance Director, or his authorized agent.

The Contractor may be charged for all excessive utility usage (using the current utility rate) due to the contractor's failure to manage and or monitor irrigation system malfunctions or unauthorized increases in water usage. The excess cost will be determined by comparing the current utility usage with historical usage data for the same period.

The excess cost factor shall be deducted from payments to the Contractor. However, the Contractor will be allowed three (3) working days, upon receiving notice, to explain in written documentation the cause of the increase in utility usage in question. A final determination (after review of Contractor's explanation) of the deduction will be assessed by the Parks and Maintenance Director or his authorized agent.

19. NON-INTERFERENCE

The Contractor shall not interfere with the public use of the premises and shall conduct their operations so as to offer the least possible obstruction and inconvenience to the public, nor disrupt the peace and quiet of the area within which the services are performed.

20. PARKING

A. The Contractor shall park their vehicles and equipment within designated parking areas or in such a location to ensure normal vehicular traffic.

B. The Contractor's vehicles and equipment shall not be parked or set in such a manner that they block pedestrian access or vehicular right-of-way except as required to comply with all safety standards of OSHA or CAL-OSHA. Failure to perform proper traffic control will result in a formal warning (first time), deduction of $500.00 per instance after formal warning has been given and contractor fails to comply.

21. EMERGENCY CALLS

A. The Contractor shall have the capability to receive and respond immediately to calls of an emergency nature during normal working hours and outside of normal working hours. Calls of an emergency nature received by the Parks and Maintenance Director or his authorized agent, shall be referred to the worksite Contractor for immediate disposition. If the work site Contractor cannot be reached within two (2) hours, the City will deduct from the monthly billing the cost of City forces, or other sources, used to repair the emergency. The Contractor shall not receive additional compensation for responding to emergencies for work included in these general conditions at contract work sites.

22. EXTRAORDINARY SERVICES

A. The Contractor shall be responsible for providing extraordinary maintenance and/or repairs to existing landscape and new landscape areas outside of their contract areas. Extraordinary services shall be defined as work not included in these general conditions or work required at a site for which there is no contract. Extraordinary maintenance shall include answering emergency calls as required. Contractors shall respond to an emergency call within two (2) hours. Contractors shall maintain a 24 hours per day, seven days per week, on-call service for emergency calls. The Contractor shall notify the Parks and Maintenance Director, or his authorized agent, by telephone within 24 hours of any emergency extraordinary work that is performed. Non-emergency extraordinary work requires written approval before the work is performed. Submission of an EWA and approval by the Parks and Maintenance Director, or his authorized agent will be necessary. The Contractor shall be compensated for extraordinary work as defined in Section 9.

B. In situations involving emergency repair work after normal work hours, Contractors shall dispatch qualified personnel and equipment to reach the site within two (2) hours. The Contractor's vehicle shall carry sufficient equipment to effect safe control of traffic. When the work site Contractor arrives at the site, the Contractor shall set up traffic warning and control devices, if deemed necessary and proceed to repair on a temporary/permanent basis.

C. If a City Representative is still at the site when the work site contractor arrives, the Contractor shall quickly evaluate the situation and discuss it with the City Representative. If the repair will take only a few minutes, the City Representative may stay to continue to direct traffic while the Contractor makes the repairs. If the repair will take longer than the City Representative

can wait, the Contractor shall immediately set up temporary traffic control devices and all other necessary warning devices and relieve the City Representative.

D. An emergency may be called by the following individuals or agencies at anytime for extraordinary services involving repair work:

1. City Manager
2. Police Department
3. Fire Department
4. Parks and Maintenance Director

E. The following emergency phone numbers are listed for the convenience of the Contractors:

Fire Department (Dispatch)	(909) 983-5911
Fire Department (Emergency)	911
Police Department (Dispatch)	(909) 986-6711
Police Department (Emergency)	911
Southern California Edison	(800) 655-4555
Southern California Gas	(800) 427-2200
Dig Alert	(800) 422-4133

23. REPORTING DAMAGE OR MALFUNCTION

Any damage to, or malfunction of, any facility not specifically stated in this Agreement shall be promptly reported to the Parks and Maintenance Director, or his authorized agent.

24. COMPENSATION FOR ROUTINE MAINTENANCE

The City shall compensate Contractors based upon the total dollar amount of a bid or the total dollar amount of a combination of bids, if applicable, in monthly installments beginning 30 days after the commencement of work. Billing adjustments may be made where authorized by this Agreement.

25. ADDITION OR DELETION OF LANDSCAPE AREAS

The Contractors shall maintain, at a unit price comparable to other existing landscape areas and subject to the Parks and Maintenance Director approval or his authorized agent's approval, additional landscape areas that the city adds to this contract. If notification is made of a new installation other than at the beginning of a monthly period, the unit cost negotiated and agreed upon by the parties, shall be prorated from the day the Contractor is notified to start maintenance. The City may elect to delete work sites, or portions thereof, within this Agreement at a unit price comparable to the bid price of said work sites.

26. DISCREPANCIES OR OMISSIONS

Should a bidder find discrepancies or omissions in the specifications or other documents, or be in doubt as to their true meaning, he may request a written interpretation from the Parks and Maintenance Director, or his authorized agent. Any interpretation, or change in the proposed documents, will be made only by addendum issued to each person to whom bid forms have been issued and shall become a part of the bid.

27. MINOR MODIFICATION

The Parks and Maintenance Director, or his authorized agent, may modify these specifications with the joint approval of the Contractor.

28. CONTRACTOR NON-COMPLIANCE

If the Parks and Maintenance Director, or his authorized agent, determines that there are deficiencies in the performance of this Agreement, the Parks and Maintenance Director, or his authorized agent, will provide a written inspection notice to the Contractor stating the deficiencies and specifying a time frame to correct the specified deficiencies. This time frame shall be reasonable, as determined by the Parks and Maintenance Director, or his authorized agent, to correct the specified deficiencies but not to exceed five 5 working days from the day of the inspection punch list. If the site(s) show obvious signs of non-performance, the Parks and Maintenance Director, or his authorized agent shall have the ability to immediately enforce partial or full deduction for the site in question. Should the Contractor fail to correct all deficiencies within the stated time frame, the Parks and Maintenance Director, or his authorized agent, may exercise the following measures:

A. Deduct from the Contractor's payment the amount necessary to correct the deficiency, including City overhead and impose a deficiency deduction.

B. Withhold the entire or partial payment.

C. Utilize City forces, or an alternate source, to correct the deficiency and deduct from the Contractor's payment the total cost, including City overhead. The Parks and Maintenance Director, or his authorized agent, shall decide all questions which arise as to the manner of performance and completion per schedule, acceptable fulfillment of the contract by the Contractor, interpretation of the specifications, and compensation to include completion of work by alternate sources. In addition to the provisions of Section 3.3, Contract Documents and Section 28 (B), in event of a failure to correct a deficiency, or for any other breach of this Agreement by the Contractor, the City of Ontario may immediately terminate this Agreement. If the contractor requires extra time to complete the deficiency list due to materials/parts shortage, the contractor shall request in writing only the time needed to be added and the reasons why. The City representative will review the request and shall respond to the contractor in writing of the decision made. Contractor shall present the request for extension within the first five (5) working days of the deficiency list.

29. PAYMENTS WITHHELD

The city may withhold entire or partial payment for reasons as follows:

A. Work required in the specifications, which is defective, incomplete, or not performed. Claims filed or reasonable evidence indicating probable filing of claims.
B. Failure of the Contractor to make payments properly to subcontractors, or for materials and/or labor. A reasonable doubt that the contract cannot be completed for the remaining balance.
C. Reports, logs, or other contractual written documentation required of the Contractor to be delivered to the Parks and Maintenance Director, or his authorized agent, which is/are incomplete or not performed.

30. WITHHELD CONTRACT FUNDS

The Contractors may, at his sole cost and expense, substitute securities equivalent to any monies withheld by the City to insure performance under the contract. Such securities shall be deposited with the City or with a State or Federally Chartered Bank as escrow agent who shall pay such monies to the Contractors upon satisfactory completion of the contract. The Contractor

shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Securities eligible for investment under this section shall include those listed in Public Contract Code Section 22300. One definition of just cause for immediate contract termination is, if in the opinion of the Parks and Maintenance Director, or his authorized agent, the contract cannot or will not be completed by the Contractor in its entirety. In the event of such termination, the bonds required shall remain in effect for six (6) months after the date of termination to provide surety that any remedial work required at the time of termination will be completed.

If the Contractor fails to meet the specifications of this contract for any fifteen (15) consecutive or non-consecutive days, the Parks and Maintenance Director, or his authorized agent, may at his option terminate the balance of this contract by written notice of termination to the Contractor. Notice of such termination shall take effect three (3) days after such notice is mailed.

31. COMPLAINTS FROM CITY

The Contractor shall maintain an on-the-job a written log of all complaints which includes the date and time received and the action taken or the reason for non-action. The on-the-job log of complaints shall be available upon request from the City Representative. All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the Parks and Maintenance Director, or his authorized agent. If any complaint is not abated within 24 hours, the Parks and Maintenance Director, or his authorized agent, shall be notified immediately of the reason for not abating the complaint, followed by a written report to the Parks and Maintenance Director or his authorized agent, within four (4) City working days.

If the complaints are not abated within the time specified, or to the satisfaction of the Parks and Maintenance Director or his authorized agent, the Parks and Maintenance Director, or his authorized agent, may correct the specific complaint and the total cost incurred by the City of Ontario shall be deducted and forfeited from the payments owing to the Contractor from the City of Ontario.

32. CONTRACTOR IS AN INDEPENDENT CONTRACTOR, INDEMNIFICATION

Contractor shall act under the contract as an Independent Contractor thorough the City of Ontario and will not be an agent, or employee of the City. Contractor shall not represent or otherwise hold out itself, or any of its subcontractors, directors, officers, partners, employees, or

agents, to be an agent or employee of the City. Contractors shall indemnify and otherwise hold harmless the City, its officials, officers, directors, employees, agents and other representatives, from all liability, loss, or damage, including reasonable attorney's fees and other costs of defense resulting from damage or injury to persons or property caused, or claimed to have been caused, by acts or omissions of the Contractor, or of any of its subcontractors, directors, officers, partners, employees, or agents in the course of, or in connection with the Contractor's performance under the contract. The Parties agree to cooperate fully in the resolution of any claims for such liability, loss, or damage.

33. SUBCONTRACTOR/ASSIGNMENT OF CONTRACT

Reference is hereby made to the provisions of The Subletting and Subcontracting Fair Practices Act (Government Code Sections 4100, et. seq.), which are incorporated herein and made a part hereof by this reference.

A copy of each subcontract, if in writing, or if not in writing, then a written statement signed by the Contractor, giving the name of the subcontractor, and the terms and conditions of such subcontract, shall be filed with the City before the subcontractor begins work. Each subcontract shall contain a reference to this agreement between the City and the Contractor, and the terms of that agreement between the City and the Contractor and all parts thereof shall be made a part of such subcontract insofar as applicable to the work covered thereby. Each subcontractor shall provide for its annulment by the Contractor at the order of the City, if, in the City's opinion, the subcontractor fails to comply with the requirements of the principal contract insofar as the same may be applicable to his work. Nothing herein contained shall create any contractual relation between any subcontractor and the City or relieve the Contractor of any liability or obligation hereunder.

Contractor shall not assign, transfer, convey or otherwise dispose of this contract, or of his rights of interests in or to the same or any part hereof, without the previous consent in writing of the Parks and Maintenance Director, or his authorized agent. If the Contractor, without such previous written consent assigns, transfers, conveys, or otherwise disposes of the contract, or of his rights or interests therein, the contract may, at the option of the City, be terminated and revoked, and the City shall there upon be relieved and discharged from all liability and obligations arising out of the same to the Contractor, and to his assignee or transferee. No right under the contract, nor any right to any money to become due hereunder, shall be asserted against the City in law or equity by reason of any so-called assignment of the contract, or any

part thereof unless authorized by the written consent of the Parks and Maintenance Director, or his authorized agent.

34. COMPLIANCE WITH THE LAW

Contractor agrees that their performance under this contract shall comply with all applicable laws of the United States of America, the State of California, the county of San Bernardino, the City of Ontario and any other political entity having jurisdiction over the activities of the Contractors. The Contractor State License Board for the State of California has administratively determined in writing that a C-27 Contractor License is required to provide the service as set forth in the contract and specifications. Therefore, each bidder will be required to hold a valid C-27 Contractor License.

35. PAYROLL

Section 1776, Chapter 1 of Division 2, from the California Labor Code requires that each Contractor and Subcontractor keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and each week, and the actual per diem wages paid each journeyman, apprentice or worker employed by him.

The employee's own payroll records shall be available for inspection, and a copy shall be made available to the employee or his authorized representative, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standard.

Pursuant to Labor Code Section 1778.8, the Contractor agrees to pay travel and subsistence payments to each workman needed to execute the work in accordance with the applicable collective bargaining agreements filed with the Department of Industrial Relations.

36. LABOR STRIKE

It shall be the responsibility of each contractor to provide continuous contractual services, without any interruption.
In case of any labor strikes, the Contractor shall provide other means, as its own cost, to provide a comparable continuous contractual service as if there were no strike.
Failing to do so will cause the Parks and Maintenance Director, or his authorized agent, to take whatever action is deemed necessary to provide such service and the cost will be borne by the Contractor.

37. DEBRIS DISPOSAL

Blowing and disposing of any debris into the Storm Drain system and/or streets shall not be permitted. If found, Contractor will face liquidating damages as follows; 1st violation $ 500.00, 2nd. violation $1000.00, 3rd. violation and thereafter $3000.00 and/or possible cancellation of contracts.

38. TREE CARE

A. Tree Trimming

The Contractor shall be responsible for all tree under-trimmings, including the removal of palm fronds and flower stalks (if present). All trees are to be under-trimmed to ensure public and vehicle safety or as directed by the Parks and Maintenance Director, or his authorized agent. Contractor shall have a Certified Arborist on staff to meet the following criteria:

Contractor shall prune palm trees at no extra cost to the City (dead fronds and flower stalks) annually, removal of fruit (dates) if present shall be done twice per year as designated by the Parks and Maintenance Director or his authorized agent.

All trees in the work site shall be maintained in their natural shapes. This work shall be accomplished in a manner which will ensure that each individual tree is under-trimmed carefully to promote the tree's health and appearance.

All work shall be of the highest quality and performed in accordance with City approved tree trimming standards.

All trees shall be continually maintained free of all dead, diseased and damaged branches back to the point of breaking. In cases where the dead, diseased or damaged branches are beyond the reach of a tree pruning pole saw being operated from ground level, the Contractor is to notify the City within 24 hours. Cuts must be made flush with the collar to promote proper healing. Pruning tools shall be adequately sharpened to provide clean cuts and shall be properly sterilized to reduce spread of disease.

All sucker growth is to be removed from trees as it occurs.

The Contractor shall maintain all branches which encroach on or over sidewalks at a minimum height of ten feet (10') clearance. The Contractor shall notify the city within 24 hours of any

branches encroaching beyond the curb line into the street that cannot be reached with a pole saw.

All branches which encroach over private property, shall be removed as directed.

The Contractor shall not remove or disturb any tree central leader without prior written approval from the Parks and Maintenance Director, or his authorized agent.

39. WEED CONTROL

Weeds are defined in the dictionary as:
“A wild plant growing where it is not wanted and in competition with cultivated plants."
When classified by their gross morphological features, weeds are broken down into three major categories: grasses, sedges, and broadleaf weeds.
Full control of these 3 categories of weeds will be achieved with a combination of selective and non-selective herbicides as well as mechanical removal. **Weeds should not be visible.**
All areas within the specified maintenance area, including but not limited to, turf grass, shrub and ground cover areas, planters, tree wells, landscape areas, and softball/baseball infields shall be kept free of weeds at all times. At no time shall any weed be over 4” tall.

Weed removal shall consist of complete removal of all weeds, including top growth and roots.
Weed control shall be performed as needed.
Weeds shall be controlled either by hand, mechanical or chemical methods; however, the Parks and Maintenance Director, or his authorized agent, may restrict the use of chemical weed control in certain areas.

40. USE OF CHEMICALS

The Contractor shall submit a list of all chemical herbicides, pesticides, and rodenticides proposed for use under this contract for approval by the Parks and Maintenance Director or his authorized agent with the signed contract. Materials included on this list shall be limited to chemicals approved by the State of California Department of Food and Agriculture, and shall include the exact brand name and generic formulation. The use of any chemical on the list shall be based on the recommendations of a California State Licensed Pest Control Advisor where required by law.

The use of chemicals shall conform to the current San Bernardino County Agriculture Commissioner regulations. No chemical herbicide, rodenticide or pesticide shall be applied until

its use is approved, in writing, by the Parks and Maintenance Director, or his authorized agent as appropriate for the purpose and area proposed.

Required spray equipment will consist of at least one (1) medium spray rig of 100-gallon (minimum) capacity or more and backpack sprayers provided for each crew performing chemical landscape maintenance.

41. LITTER

All areas in the work sites shall be kept free of, but not limited to, the following items: bottles, glass, broken glass, cans, paper, cardboard, metallic items, feces, leaves, tumbleweeds and other debris on a daily basis.

The Contractor shall promptly remove from the work area, all debris generated by their performance and dispose of the debris in a legal manner. The City does not allow any dumping of debris generated by your daily work in City facilities. Illegal dumping picked up by contractors shall be brought up to the City yard for proper disposal. Excessive dumping (above and beyond reasonable) after long holiday weekends and special events shall be reported immediately to the City Representative.

Hazardous waste as well as homeless belongings shall not be picked up. Contractor shall contact City Representative to arrange proper disposal by City forces. A myOntario App service request shall be created to report the hazardous conditions.

42. GENERAL

A. Trash Removal

Remove all trash and accumulated debris from the work sites daily. In addition, any type of feces is also to be removed from the walkways, turf or ground cover areas and dumpster areas.

B. Policing of Areas

All maintained areas shall be policed based on frequencies.

C. Curb and Gutter Maintenance

The Contractor is responsible for removal of all weeds and grass growing in and around the curb and gutter area monthly. The Contractor is responsible for insuring the roadway is cleared

of all dirt and debris within four (4) feet of the curb and gutter in all areas adjacent to maintenance responsibilities.

D. Walkway Maintenance

Walkways shall be cleaned immediately following mowing and edging and cleaned by use of power sweeping or blower equipment. All walkway cracks and expansion joints shall be maintained weed and grass free at all times.

E. Drain Maintenance

All drains and catch basins shall be kept free of siltation and debris at all times. All V-ditches and drainage areas shall be kept clean and edged weekly by the Contractor. Cleaning of drain basins shall be done monthly, Contractor shall inspect weekly to make sure that grates are secured, if missing, Contractor shall replace at City's expense. Damaged grates due to Contractor's operations shall be replaced at Contractors expense.

F. Removal of Leaves

Accumulation of leaves shall be removed from all designated landscape areas on a monthly basis and under trees once per month or more as needed.

G. Hardscape Power Wash

All concrete areas shall be cleaned using a power washer (hot steam cleaning washer) to remove soda spills, gum and other stains that might be present. The City Representative will make the final determination if the service is needed.

The use of a biodegradable cleaner (soap) is required and permitted. Containment of contaminated soapy water shall be the responsibility of the Contractor.

43. REPAIR AND SERVICE OF WALKWAYS AND MISCELLANEOUS IMPROVEMENTS

Walkways and Service Roads - All walkways and service roads, if any, shall be maintained by the Contractor so as to keep the integrity of the walking or driving surface in a safe, unimpaired condition.

The Contractor will not be responsible for total replacement of roadways or walkways as a result of normal deterioration but will be required to replace all improvements damaged by his negligence.

It will be the responsibility of the Contractor to repair or replace miscellaneous improvements such as signs and mowing strips, or any other structural improvements within the work sites, unless otherwise specified. The Contractor shall be entitled to additional compensation for these services as stated. The contractor shall communicate any improvements needed prior to repairs to the Parks and Maintenance Director or his authorized agent for proper approvals.

44. CITY OF ONTARIO myOntario App (FREE)

Contractor shall download the free myOntario App for the purpose of tracking completed specialty tasks (mulching, vandalism, vehicular damage, rose trimming, fertilizations, chemical applications, illegal dumping, hazardous waste, pruning shrubs, downed branches and rodent control, restroom issues). All specialty tasks shall be recorded as a service request using the app order system and shall be reported to the city representative when completed. City staff will close the service request.

NOTICES

Any notice, demand, request, consent, approval, or communication that either Party desires, or is required to give to the other Party or any other person, shall be in writing and either served personally, sent by prepaid, first-class mail, or by email followed by mailing of said notice.

Quiet Home Weed Abatement Sites

MAINTENANCE FREQUENCIES

TREES

Staking/Guying	As needed
Under Trimming (ISA standards)	As needed
Raking Leaves	As needed
Under Trimming	As needed

MISCELLANEOUS

Weed Removal	As needed
Weed Control	24 x per year
Curb and Gutter service	As needed
Trash/Litter	364 x per year

EXHIBIT "B"

SCHEDULE OF SERVICES

SEE ATTACHMENT

LANDSCAPE MAINTENANCE SERVICES FOR QUIET HOME WEED ABATEMENT

BID SCHEDULE NO. 1
LANDSCAPE MAINTENANCE CONTRACT PM 2425-17
FISCAL YEAR 2024/2025 to 2026/2027 3 YEAR CONTRACT

No.	Description	Monthly Cost	Annual Cost
1.	Quiet Home Weed Abatement	$10,750.00	$129,000.00
TOTAL		**$10,750.00**	**$129,000.00**

Additional cost for a complete individual tree trimming up to 30' (per individual tree/required trimming to be +/- 35% of growth per ISA)	$120.00
Cost for complete tree (individual) removal per inch at DBH (diameter at breast height) stumps to be ground to a depth of 18" minimum	$60.00
Cost for complete tree removal per inch at DBH (diameter at breast height) (flush cut 3" from ground)	$45.00

FUTURE CONTRACT ADDITIONS

Landscape maintenance areas cost per sq. ft.	$.037
Hardscape maintenance areas cost per sq. ft.	$.027
Weed Abatement areas cost per sq. ft.	$.06

LANDSCAPE MAINTENANCE SERVICES FOR QUIET HOME WEED ABATEMENT

BID SCHEDULE NO. 2
LANDSCAPE MAINTENANCE CONTRACT PM 2425-17
FISCAL YEAR 2027/2028 4th YEAR CONTRACT (OPTIONAL)

No.	Description	Monthly Cost	Annual Cost
1.	Quiet Home Weed Abatement	$11,073.00	$132,876.00
TOTAL		**$11,073.00**	**$132,876.00**

Additional cost for a complete individual tree trimming up to 30' (per individual tree/required trimming to be +/- 35% of growth per ISA)	$120.00
Cost for complete tree (individual) removal per inch at DBH (diameter at breast height) stumps to be ground to a depth of 18" minimum	$60.00
Cost for complete tree removal per inch at DBH (diameter at breast height) (flush cut 3" from ground)	$45.00

FUTURE CONTRACT ADDITIONS

Landscape maintenance areas cost per sq. ft.	$.037
Hardscape maintenance areas cost per sq. ft.	$.027
Weed Abatement areas cost per sq. ft.	$.06

LANDSCAPE MAINTENANCE SERVICES FOR QUIET HOME WEED ABATEMENT

BID SCHEDULE NO. 3
LANDSCAPE MAINTENANCE CONTRACT PM 2425-17
FISCAL YEAR 2028/2029 5th YEAR CONTRACT (OPTIONAL)

No.	Description	Monthly Cost	Annual Cost
1.	Quiet Home Weed Abatement	$11,406.00	$136,872.00
TOTAL		**$11,406.00**	**$ 136,872.00**

Additional cost for a complete individual tree trimming up to 30' (per individual tree/required trimming to be +/- 35% of growth per ISA)	$120.00
Cost for complete tree (individual) removal per inch at DBH (diameter at breast height) stumps to be ground to a depth of 18" minimum	$60.00
Cost for complete tree removal per inch at DBH (diameter at breast height) (flush cut 3" from ground)	$45.00

FUTURE CONTRACT ADDITIONS

Landscape maintenance areas cost per sq. ft.	$.037
Hardscape maintenance areas cost per sq. ft.	$.027
Weed Abatement areas cost per sq. ft.	$.06

EXHIBIT "C"

NTE $387,000

PERFORMANCE/PAYMENT BONDS ON THE NEXT PAGE

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Ontario (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, 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 Contractor, 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 and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, 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 shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed 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 to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By_____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

_____

_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

_____

_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

_____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, 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 of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Ontario (hereinafter designated as the "City"), has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or

attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)_____

Contractor/ Principal

By_____

Title_____

_____

(Corporate Seal) Surety

By_____

Attorney-in-Fact

Title_____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, 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 of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

CITY OF ONTARIO *Agenda Report* **August 20, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Niles Boyer Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Gina Gomez, Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 19

SUBJECT: **AN AMENDMENT TO THE DESIGN SERVICES AGREEMENT WITH ROBERT BORDERS AND ASSOCIATES FOR ON-CALL ARCHITECTURAL DESIGN SERVICES FOR THE JOHN GALVIN PARK SNACK BAR RENOVATION PROJECT**

RECOMMENDATION: That the City Council authorize the City Manager, or his designee, to execute Amendment No. 21 to the on-call Design Services Agreement with Robert Borders and Associates, of Costa Mesa, California, to provide on-call architectural design services for the PF2307 John Galvin Park Snack Bar Renovation Project in the amount of $20,078 for a total not-to-exceed contract amount of $858,209 and extend the term to June 30, 2025.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Invest in the City's Infrastructure (Water, Streets, Sewers, Parks, Storm Drains and Public Facilities)

FISCAL IMPACT: The Fiscal Year 2024-25 Adopted Budget includes appropriations in the Capital Projects-Measure Q Fund for the PF2307 John Galvin Park Snack Bar Renovation Project. The recommended Amendment No. 21 will increase the total contract amount by $20,078, funded by Measure Q, for a total not-to-exceed contract amount of $858,209. The total contract amount of $858,209 for the on-call Agreement with Robert Borders and Associates includes on-call work performed for various citywide projects.

BACKGROUND & ANALYSIS: On February 20, 2024, City Council approved Amendment No. 20 to the Design Services Agreement with Robert Borders and Associates for on-call architectural design services for the Homer Briggs Park and Anthony Munoz Park concession area upgrades and roof design projects.

The recommended Amendment No. 21 will include a demolition plan for the concrete bleachers and revisions to the design of the roof for accommodation of the roof mounted Heating, Ventilation, and Air Conditioning (HVAC) System for the concession kitchen range hood exhaust system, the design of an in-ground grease waste interceptor at the Latimer Field concession building at John Galvin Park. Additionally, the architectural design services include schematic design and design development, preparation of construction documents, structural and mechanical engineering, and consultant coordination.

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. 21 TO THE DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND ROBERT BORDERS AND ASSOCIATES

1. Parties and Date.

This Amendment No. 21 to the Agreement (as defined herein) is made and entered as of _____, by and between the City of Ontario ("City") and Robert Borders and Associates, a Corporation ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and Consultant have entered into an agreement entitled "Design Services Agreement" dated January 1, 2020 ("Agreement").

2.2 Amendment Purpose. The City and Consultant desire to amend the Agreement to revise the scope of services for the Eastern Little League Latimer Baseball Field Concession Building and Bleachers Renovation Project set forth in Amendment No. 21 – Attachment "A" and increase the not-to-exceed amount by **Twenty Thousand Seventy-Seven Dollars and Fifty Cents ($20,077.50)**. The Parties have heretofore entered into that Amendment No. 1 dated March 15, 2020, Amendment No. 2 dated June 22, 2020, Amendment No.3 dated November 19, 2020, Amendment No. 4 dated December 5, 2020, Amendment No. 5 dated January 15, 2021, Amendment No. 6 dated April 6, 2021, Amendment No. 7 dated August 11, 2021, Amendment No. 8 dated September 30, 2021, Amendment No. 9 dated September 30, 2021, Amendment No. 10 dated February 1, 2022, Amendment No. 11 dated October 1, 2022, Amendment No. 12 dated January 5, 2023, Amendment No. 13 dated May 17, 2023, Amendment No. 14 dated June 20, 2023, Amendment No. 15 dated June 20, 2023, Amendment No. 16 dated August 15, 2023, Amendment No. 17 dated September 19, 2023, Amendment No. 18 dated November 7, 2023, Amendment No. 19 dated November 7, 2023, and Amendment No. 20 date February 2, 2024.

2.3 Amendment Authority. This Amendment No. 21 is authorized pursuant to Section 3.8.1 of the Agreement.

3. Terms.

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

"3.10.1 Consultant's Compensation for Basic Services. City shall pay to Consultant, for the performance of all Services rendered under this Agreement, with the total not to exceed amount of **Eight Hundred Fifty-Eight Thousand Two Hundred E i g h t dollars with Fifty Cents ($858,208.50)** ("Total Compensation"). This Total Compensation amount shall be based upon, and may be adjusted according to, the fee schedule and related terms and conditions attached hereto as Exhibit "B" and incorporated herein by reference. The Total Compensation, as may be adjusted upon mutual agreement, shall constitute complete and adequate payment for Services under this Agreement.

Exhibit A is hereby deleted in its entirety and replaced with Attachment A attached hereto and incorporated herein by reference.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 21 all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 21. From and after the date of this Amendment No. 20, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 21.

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. 21.

3.4 Severability. If any portion of this Amendment No. 21 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. 21 TO DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ONTARIO AND ROBERT BORDERS AND ASSOCIATES

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 21 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

Robert Borders and Associates

By: _____

Its: _____

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

[If Corporation, TWO SIGNATURES, President OR Vice President AND Secretary OR Treasurer REQUIRED]

BORDERS ARCHITECTS

[O] 949-851-1317
1675 Scenic Ave., Suite 210
Costa Mesa, CA 92626

9 August 2024
Public Works Agency
City of Ontario
1333 S. Bon View Avenue
Ontario, CA 91761

Attention : Niles Boyer, Project Manager
Parks Department
Project: Latimer Park Little League Concessions
Ontario, CA
Project No: 23017
Subject: Letter of Authorization Number One

Dear Mr. Boyer:

This Letter of Authorization (LOA) No. One is written to document our authorization to provide Additional Services under the terms of our Agreement for this project. The following services have been requested that are a change to the original Basic Services scope of work.

1. Revisions for the re-design of the roof mounted HVAC system required for the development of the Concession Stand based on the requirement for a commercial kitchen. The required equipment and hood necessitated a roof change to accommodate the equipment located on the roof.
2. Miscellaneous items including revision to add a grease waste interceptor, Path of Travel documentation and separate plan for bleacher demolition site work.

Compensation for this work will consist of the following:

Architectural	
Design Development	$ 4,612.50
Construction Documents	$ 7,015.00
Structural Engineering:	$ 3,450.00
Mechanical Engineering:	$ 4,025.00
Consultant Coordination	$ 975.00
Total	$ 20,077.50

Total Fee LOA One **$ 20,077.50**

Compensation: This work will be completed on a time-and-material basis. Total compensation for Letter of Authorization (LOA) No. One will not exceed **$ 20,077.50** plus any reimbursable expenses without prior approval from the City of Ontario.

This Letter of Authorization No. One authorizes the Additional Services work described above. Please execute this authorization by signing in the space provided below and return one copy for our files.

Sincerely,

BORDERS ARCHITECTS

Loren Della Marna
Principal

LDM: jg

Approved: _____ **Date:** _____

CITY OF ONTARIO *Agenda Report* **August 20, 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: 20

SUBJECT: A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH SECC CORPORATION FOR ON-CALL CONDUIT AND CABLE INSTALLATION

RECOMMENDATION: That the City Council authorize Change Order No. 1 to Construction Contract No. BB-2022-002 with SECC Corporation of Chino, California, for on-call citywide fiber conduit installation services, in the amount of $277,403 for a revised total of $3,277,403; 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
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 2024-25 Adopted 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 the City Council for approval as needed to fund Change Order No. 1 for on-call citywide fiber conduit installation services.

BACKGROUND & ANALYSIS: On January 17, 2023, Construction Contract No. BB-2022-002 was awarded to SECC Corporation for on-call conduit installation services in the amount of $3,000,000. SECC Corporation supports the Broadband Departments' Phase 1 Fiber Broadband Expansion project, approved by the City Council on July 20, 2021, and Broadband 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 reduce telecommunication costs for City facilities and represent technology improvements such as digital building access control, surveillance video services, and public safety monitoring. In addition to the extra work associated with Change Order No. 1, supplementary construction unit codes associated with fiber optic micro-

trenching will be incorporated within the current SECC construction unit table, as shown in Exhibit A. The City Engineering Department recently approved Standard Drawing 1308 for micro-trenching construction, as shown in Exhibit B. The micro-trenching construction method will support and enhance ongoing fiber optic expansion efforts citywide by reducing service delivery schedules and overall construction costs. Micro-trenching construction work unrelated to the OMUC Facility Site Security Improvement Project will be funded through existing contract funds.

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, as shown in Exhibit C.

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. SECC Corporation collects the materials from the City's warehouse and provides the labor to complete the assigned work. Having the material and equipment on hand during construction 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 SECC Corporation.

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: August 20, 2024

To: SECC Corporation
502 N Sheridan Sr
Corona, California 92878

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:

See Exhibit A.

In addition to the extra work locations associated with CCO No. 1, SECC Corporation is authorized to complete additional work throughout the City, in addition to City facilities, per the approved City Standard Drawings. This work includes micro-trenching, which is added to the project specifications. All work verified in the field by the project Inspector and Construction Manager, and within the contract limits.

EXTRA WORK AT AGREED UPON UNIT PRICES

Code	Description	Material	Unit	Schedule A		Schedule B		Schedule C	
100-(24")	Narrow Trench Dirt (Depth) Service Drop - 1"	Contractor	LINFT	1-500 FT	$39.84	501-5,000 FT	$31.87	5000+ FT	$25.50
100A-(24")	Missile/Bore (Depth) Service Drop - 1"	Contractor	LINFT	1-500 FT	$33.41	501-5,000 FT	$26.73	5000+ FT	$21.38
287-A	Micro Trench, Install (1 or 2) 16/13mm MD & Restoration (12")	Contractor	FT	1-500 FT	$67.48	501-5,000 FT	$37.78	5000+ FT	$26.61
288-A	Micro Trench, Install (1 or 2) 16/13mm MD & Restoration (16")	Contractor	FT	1-500 FT	$71.58	501-5,000 FT	$41.85	5000+ FT	$33.36
288-A	Micro Trench, Install (1 or 2) 16/13mm MD & Restoration (20")	Contractor	FT	1-500 FT	$72.95	501-5,000 FT	$43.22	5000+ FT	$36.36

(BB&K 2020)
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400-A	Pullbox - Flowerpot, 12" Round	City	EA	1-5 EA	$193.58	6-10 EA	$183.90	10+ EA	$174.71
401-A	Install Handhole - HH1 (Soft Surface)**	City	EA	1-5 EA	$294.69	6-10 EA	$279.96	10+ EA	$265.96
402-A	Install Handhole - HH2 (Soft Surface)**	City	EA	1-5 EA	$576.20	6-10 EA	$547.39	10+ EA	$520.02
403-A	Install Handhole - HH3 (Soft Surface)	City	EA	1-5 EA	$1,891.60	6-10 EA	$1,797.02	10+ EA	$1,707.17
404-A	Install Handhole - HH4 (Soft Surface)	City	EA	1-5 EA	$2,371.80	6-10 EA	$2,253.21	10+ EA	$2,140.55
411-A	Install Handhole - HH1 (Hard Surface)	City	EA	1-5 EA	$1,101.10	6-10 EA	$1,046.05	10+ EA	$993.74
412-A	Install Handhole - HH2 (Hard Surface)**	City	EA	1-5 EA	$1,319.61	6-10 EA	$1,253.63	10+ EA	$1,190.95
413-A	Install Handhole - HH3 (Hard Surface)	City	EA	1-5 EA	$2,381.98	6-10 EA	$2,262.88	10+ EA	$2,149.73
414-A	Install Handhole - HH4 (Hard Surface)**	City	EA	1-5 EA	$2,666.03	6-10 EA	$2,532.72	10+ EA	$2,406.09
415-A	Replace Type 3/5 - HH1A (Soft Surface)	City	EA	1-5 EA	$383.10	6-10 EA	$363.94	10+ EA	$345.75
416-A	Replace Type 3/5 - HH1A (Hard Surface - Half Panel)	City	EA	1-5 EA	$971.55	6-10 EA	$0.00	10+ EA	$0.00
417-A	Replace Type 3/5 - HH1A (Hard Surface - Full Panel)	City	EA	1-5 EA	$1,560.00	6-10 EA	$0.00	10+ EA	$0.00
510	Concrete Removal & Restoral up to 4" in depth	Contractor	SQFT	1-100 FT	$47.08	101-500 FT	$39.23	500+ FT	$35.31
511	Concrete Removal & Restoral over 4" in depth, each additional inch	Contractor	SQFT	1-100 FT	$9.42	101-500 FT	$7.85	500+ FT	$7.06
512	Asphalt Removal & Restoral up to 4" depth	Contractor	SQFT	1-100 FT	$42.40	101-500 FT	$35.33	500+ FT	$31.80
513	Asphalt Removal & Restoral over 4" depth, each additional inch	Contractor	SQFT	1-100 FT	$8.48	101-500 FT	$7.07	500+ FT	$6.36
514	Asphalt removal & restoral over concrete subsurface-up to 4" concrete	Contractor	SQFT	1-100 FT	$53.00	101-500 FT	$44.16	500+ FT	$39.75
515	Asphalt R&R over concrete subsurface-over 4" concrete - each additional inch	Contractor	SQFT	1-100 FT	$10.60	101-500 FT	$8.83	500+ FT	$7.95
520	Surface Restoration - sod	Contractor	SQFT	1-100 FT	$9.06	101-500 FT	$8.15	500+ FT	$7.34
521	Surface Restoration - brick	Contractor	SQFT	1-100 FT	$67.36	101-500 FT	$60.62	500+ FT	$54.56
522	Surface Restoration - decorative rock	Contractor	SQFT	1-100 FT	$12.01	101-500 FT	$10.81	500+ FT	$9.73
523	Surface Restoration - decorative bark	Contractor	SQFT	1-100 FT	$7.95	101-500 FT	$7.16	500+ FT	$6.44
402-A	Install Handhole - HH2 (Soft Surface)**	City	EA	1-5 EA	$576.20	6-10 EA	$547.39	10+ EA	$520.02

UNIT DEFINITIONS

(100-101) Trench Dirt (Per Ft)

Unit consists of all labor, minor material and equipment required to open a trench in natural ground with machine trencher. Unit includes potholing existing substructures, excavation, shoring, dewatering, backfill (native backfill only) compaction, surface restoration (dirt or gravel only), and removal and disposal of all spoils from the site. Other backfill and surface materials such as sand, slurry, concrete, asphalt, decorative rock, bark or brick are covered under other units and are not a part of this unit. The installation of cable, conduit, duct, steel pipe, marker ribbon, locate wire, etc., in the trench is covered under other units and is not a part of this unit. The minimum depth of cover over the installed facilities will be as specified on the design plans, typical 36” minimum.

(287-289) Micro Trench (1 or 2 Cell Microduct) (Per Ft)
Unit consists of all labor, material and equipment required to perform microtrench installation near the edge of curb/gutter, linear and crossing asphalt areas, with select backfill and approved seal of the top cap layer.

Microtrench method should be less than 2" wide cuts, with a depth of 12"-20". Construction will use a small ditch witch or equivalent equipment, vac truck for removal and disposal of material and preform full restoration of the trench line, compaction and top seal. Unit will include the placement of (1) or (2) conduits or 16/13mm microducts or as outlined on the design plans, coupling as required with transitions, sweeps into handoles or flowerpots.

Unit includes verification of microduct path continuity. Lidar or ground penetration radar maybe required to validate utilities along the design path. Restoration must comply with City standards.

(510-511) Concrete Removal and Restoration (Per Sq Ft)
Unit consists of all labor, material and equipment required to remove and restore one square foot of concrete. Thickness of concrete will be as shown on the design plans.

Unit includes all saw cutting, breaking, removal and disposal of spoils, excavation, leveling, site preparation, forms, wire, rebar, pouring, compacting, finishing and edging the new concrete surface and final cleanup.
(512-513) Asphalt Removal and Restoration (Per Sq Ft)
Unit consists of all labor, material and equipment required to remove and restore one square foot of asphalt. Thickness of asphalt will be as shown on the design plans.

Unit includes all saw cutting, breaking, removal and disposal of spoils, excavation, leveling, site preparation laying, rolling and compacting, replacement of delineators, striping and final cleanup

(514-515) Asphalt Over Concrete Removal and Restoration (Per Sq Ft)
Unit is the same as Asphalt Removal and Restoration and includes removal and replacement of concrete under the asphalt surface. Thickness of concrete will be as shown on the design plans.

(520-523) Surface Restoration (Per Sq Ft)
Unit consists of all labor, material and equipment required to remove and restore seeded, planted, sodded, decorative rock, decorative bark or brick surfaces.

Unit includes ground preparation, topsoils, mulch, planting, seeding, re-sodding and all fertilizers, chemicals and watering to promote initial growth.

(400-404) Handhole/Pullbox/Flowerpot (Soft Surface) (Each)
Unit consists of all labor, minor material and equipment required to install one handhole or pullbox.

Unit includes excavation, pea gravel base ½" or ¾", mesh underlay, shoring, dewatering, backfill, compaction and dirt or gravel surface restoration. Surface restoration other than dirt or gravel is covered by other units and is not a part of this unit. Unit also includes removal and disposal of all spoils removed during handhole installation.

Includes the installation of the wire terminal and locate wire termination, if required.

(411-414) Handhole (Hard Surface) (Each)
Unit consists of all labor, minor material and equipment required to install one handhole as outlined by the unit.

Unit includes excavation, pea gravel base ½" or ¾", mesh underlay, shoring, dewatering, backfill, compaction and dirt or gravel surface restoration. Surface restoration other than dirt or gravel is covered by other units and is not a part of this unit. Unit also includes removal and disposal of all spoils removed during handhole installation. Includes concrete surface restoration, typical to sidewalk placement or intersection work, with an estimated volume of (1) sidewalk panel, restored back to original condition and shall be doweled into existing curbing or concrete sidewalk panels as applicable. Restoration must comply with City standards.

Includes the installation of the wire terminal and locate wire termination, if required.

(415) Handhole Replacement (Soft Surface) (Each)
Unit consists of all labor, minor material and equipment required hand dig around existing type 3 or type 5 vault, remove vault, remove dirt, gravel at base, protect existing conductor in place, install one handhole as outlined by the unit. Position half of the handhole

Unit includes excavation, pea gravel base ½" or ¾", mesh underlay, shoring, dewatering, backfill, compaction and dirt or gravel surface restoration. Unit also includes removal and disposal of all spoils removed during handhole installation.
Includes surface restoration and soil compaction. Restoration must comply with City standards.

(416) Handhole Replacement (Hard Surface – Half Panel) (Each)
Unit consists of all labor, minor material and equipment required hand dig around existing type 3 or type 5 vault, remove vault, remove dirt, gravel at base, protect existing conductor in place, install one handhole as outlined by the unit. Position half of the handhole

Unit includes excavation, pea gravel base ½" or ¾", mesh underlay, shoring, dewatering, backfill, compaction and dirt or gravel surface restoration. Surface restoration other than dirt or gravel is covered by other units and is not a part of this unit. Unit also includes removal and disposal of all spoils removed during handhole installation.

Includes concrete surface restoration, typical to sidewalk placement or intersection work, with an estimated volume of (1/2) sidewalk panel, restored back to original condition and shall be doweled into existing curbing or concrete sidewalk panels as applicable. Restoration must comply with City standards.

(417) Handhole Replacement (Hard Surface – Full Panel) (Each)
Unit consists of all labor, minor material and equipment required hand dig around existing type 3 or type 5 vault, remove vault, remove dirt, gravel at base, protect existing conductor in place, install one handhole as outlined by the unit. Position half of the handhole

Unit includes excavation, pea gravel base ½" or ¾", mesh underlay, shoring, dewatering, backfill, compaction and dirt or gravel surface restoration. Surface restoration other than dirt or gravel is covered by other units and is not a part of this unit. Unit also includes removal and disposal of all spoils removed during handhole installation.

Includes concrete surface restoration, typical to sidewalk placement or intersection work, with an estimated volume of (1) sidewalk panel, restored back to original condition and shall be doweled into existing curbing or concrete sidewalk panels as applicable. Restoration must comply with City standards.

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	$3,000,000
Net change by previously authorized Change Orders	$0
The Contract Price prior to this Change Order was	$3,000,000
The Contract Price will be changed by this Change Order in the amount of	$277,402.26
The new Contract Price including this Change Order will be	$3,277,402.26

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	618 Days
The new Contract Time including this Change Order will be	1096 Days

Attachments: Exhibit A – WELL SITE WATER SYSTEM LOCATIONS & 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) Michael Aranda Jr., Chief Financial Officer _____ Date

Approved:

(Signature) Jimmy Chang, Broadband General Manager _____ Date

Approved:

(Signature) Scott Ochoa, City Manager _____ Date

(BB&K 2020)
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EXHIBIT A

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

EXHIBIT A

EXTRA WORK AT AGREED UPON UNIT PRICES

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520	Surface Restoration - sod	Contractor	SQFT	1-100 FT	$9.06	101-500 FT	$8.15	500+ FT	$7.34
521	Surface Restoration - brick	Contractor	SQFT	1-100 FT	$67.36	101-500 FT	$60.62	500+ FT	$54.56

522	Surface Restoration - decorative rock	Contractor	SQFT	1-100 FT	$12.01	101-500 FT	$10.81	500+ FT	$9.73
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UNIT DEFINITIONS

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Unit consists of all labor, minor material and equipment required to open a trench in natural ground with machine trencher. Unit includes potholing existing substructures, excavation, shoring, dewatering, backfill (native backfill only) compaction, surface restoration (dirt or gravel only), and removal and disposal of all spoils from the site. Other backfill and surface materials such as sand, slurry, concrete, asphalt, decorative rock, bark or brick are covered under other units and are not a part of this unit. The installation of cable, conduit, duct, steel pipe, marker ribbon, locate wire, etc., in the trench is covered under other units and is not a part of this unit. The minimum depth of cover over the installed facilities will be as specified on the design plans, typical 36” minimum.

(287-289) Micro Trench (1 or 2 Cell Microduct) (Per Ft)
Unit consists of all labor, material and equipment required to perform microtrench installation near the edge of curb/gutter, linear and crossing asphalt areas, with select backfill and approved seal of the top cap layer.

Microtrench method should be less than 2” wide cuts, with a depth of 12”-20”. Construction will use a small ditch witch or equivalent equipment, vac truck for removal and disposal of material and preform full restoration of the trench line, compaction and top seal. Unit will include the placement of (1) or (2) conduits or 16/13mm microducts or as outlined on the design plans, coupling as required with transitions, sweeps into handoles or flowerpots.

Unit includes verification of microduct path continuity. Lidar or ground penetration radar maybe required to validate utilities along the design path. Restoration must comply with City standards.

(510-511) Concrete Removal and Restoration (Per Sq Ft)
Unit consists of all labor, material and equipment required to remove and restore one square foot of concrete. Thickness of concrete will be as shown on the design plans.

Unit includes all saw cutting, breaking, removal and disposal of spoils, excavation, leveling, site preparation, forms, wire, rebar, pouring, compacting, finishing and edging the new concrete surface and final cleanup.

(512-513) Asphalt Removal and Restoration (Per Sq Ft)
Unit consists of all labor, material and equipment required to remove and restore one square foot of asphalt. Thickness of asphalt will be as shown on the design plans.

Unit includes all saw cutting, breaking, removal and disposal of spoils, excavation, leveling, site preparation laying, rolling and compacting, replacement of delineators, striping and final cleanup

(514-515) Asphalt Over Concrete Removal and Restoration (Per Sq Ft)
Unit is the same as Asphalt Removal and Restoration and includes removal and replacement of concrete under the asphalt surface. Thickness of concrete will be as shown on the design plans.

(520-523) Surface Restoration (Per Sq Ft)
Unit consists of all labor, material and equipment required to remove and restore seeded, planted, sodded, decorative rock, decorative bark or brick surfaces.

Unit includes ground preparation, topsoils, mulch, planting, seeding, re-sodding and all fertilizers, chemicals and watering to promote initial growth.

(400-404) Handhole/Pullbox/Flowerpot (Soft Surface) (Each)
Unit consists of all labor, minor material and equipment required to install one handhole or pullbox.

Unit includes excavation, pea gravel base ½" or ¾", mesh underlay, shoring, dewatering, backfill, compaction and dirt or gravel surface restoration. Surface restoration other than dirt or gravel is covered by other units and is not a part of this unit. Unit also includes removal and disposal of all spoils removed during handhole installation.

Includes the installation of the wire terminal and locate wire termination, if required.

(411-414) Handhole (Hard Surface) (Each)
Unit consists of all labor, minor material and equipment required to install one handhole as outlined by the unit.

Unit includes excavation, pea gravel base ½" or ¾", mesh underlay, shoring, dewatering, backfill, compaction and dirt or gravel surface restoration. Surface restoration other than dirt or gravel is covered by other units and is not a part of this unit. Unit also includes removal and disposal of all spoils removed during handhole installation.
Includes concrete surface restoration, typical to sidewalk placement or intersection work, with an estimated volume of (1) sidewalk panel, restored back to original condition and shall be doweled into existing curbing or concrete sidewalk panels as applicable. Restoration must comply with City standards.

Includes the installation of the wire terminal and locate wire termination, if required.

(415) Handhole Replacement (Soft Surface) (Each)
Unit consists of all labor, minor material and equipment required hand dig around existing type 3 or type 5 vault, remove vault, remove dirt, gravel at base, protect existing conductor in place, install one handhole as outlined by the unit. Position half of the handhole

Unit includes excavation, pea gravel base ½" or ¾", mesh underlay, shoring, dewatering, backfill, compaction and dirt or gravel surface restoration. Unit also includes removal and disposal of all spoils removed during handhole installation.
Includes surface restoration and soil compaction. Restoration must comply with City standards.

(416) Handhole Replacement (Hard Surface – Half Panel) (Each)
Unit consists of all labor, minor material and equipment required hand dig around existing type 3 or type 5 vault, remove vault, remove dirt, gravel at base, protect existing conductor in place, install one handhole as outlined by the unit. Position half of the handhole

Unit includes excavation, pea gravel base ½" or ¾", mesh underlay, shoring, dewatering, backfill, compaction and dirt or gravel surface restoration. Surface restoration other than dirt or gravel is covered by other units and is not a part of this unit. Unit also includes removal and disposal of all spoils removed during handhole installation.

Includes concrete surface restoration, typical to sidewalk placement or intersection work, with an estimated volume of (1/2) sidewalk panel, restored back to original condition and shall be doweled into existing curbing or concrete sidewalk panels as applicable. Restoration must comply with City standards.

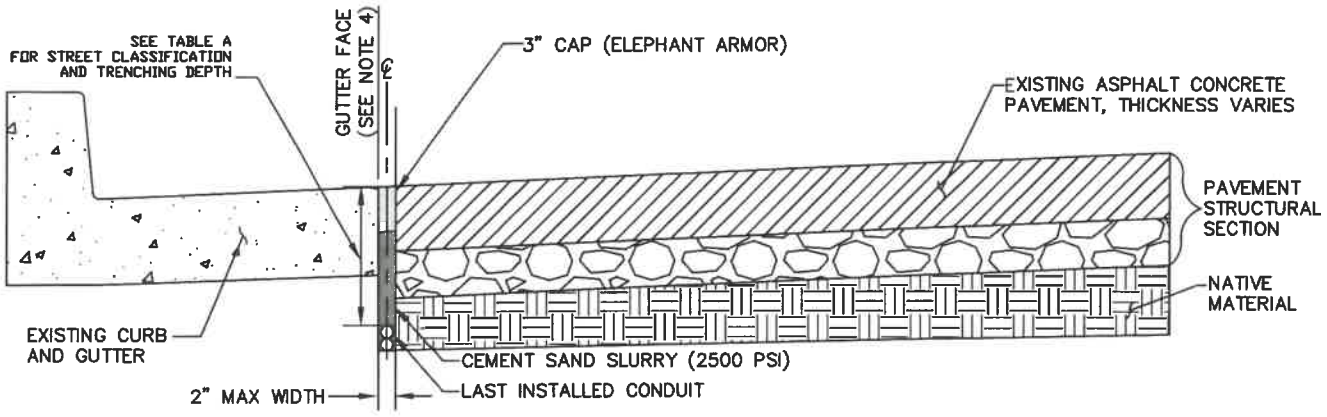
(417) Handhole Replacement (Hard Surface – Full Panel) (Each)
Unit consists of all labor, minor material and equipment required hand dig around existing type 3 or type 5 vault, remove vault, remove dirt, gravel at base, protect existing conductor in place, install one handhole as outlined by the unit. Position half of the handhole

Unit includes excavation, pea gravel base ½" or ¾", mesh underlay, shoring, dewatering, backfill, compaction and dirt or gravel surface restoration. Surface restoration other than dirt or gravel is covered

by other units and is not a part of this unit. Unit also includes removal and disposal of all spoils removed during handhole installation.

Includes concrete surface restoration, typical to sidewalk placement or intersection work, with an estimated volume of (1) sidewalk panel, restored back to original condition and shall be doweled into existing curbing or concrete sidewalk panels as applicable. Restoration must comply with City standards.

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.



TYPICAL MICRO-TRENCH SECTION

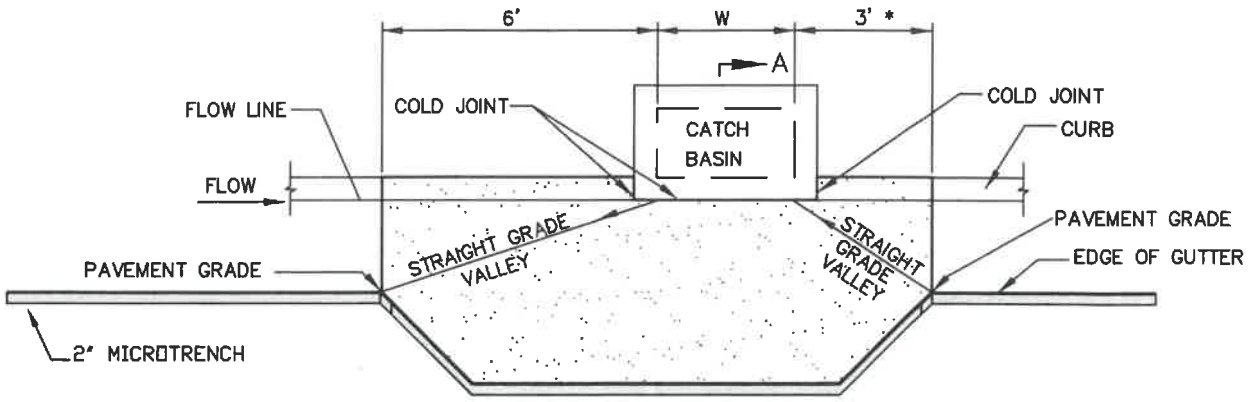
NOTES

1. MICRO-TRENCHING SHALL ONLY BE USED TO INSTALL TELECOMMUNICATION CONDUITS.
2. MICRO-TRENCHING SHALL NOT BE ALLOWED IN CONCRETE PAVED STREETS, NOR SIDEWALKS, CURBS AND GUTTERS.
3. MICRO-TRENCH ALIGNMENTS SHALL CONSIST OF RUNS PARALLEL TO THE CENTERLINE OF THE STREET. STREET CROSSINGS MAY BE PERMITTED UPON THE CITY ENGINEER'S DISCRETION, PROVIDED THE ALIGNMENT IS PERPENDICULAR TO THE STREET CENTERLINE TO THE EXTENT POSSIBLE. MICRO TRENCH SHALL BE PLACED A MINIMUM OF 24" FROM THE OUTSIDE OF ANY EXISTING UNDERGROUND UTILITY.
4. THE EDGE OF THE MICRO-TRENCH SHALL BE AGAINST THE EXISTING FACE OF THE GUTTER.
5. THE CONDUIT SHALL BE INSTALLED SO THAT THE TOP OF THE CONDUIT BANK IS AT A MAXIMUM DEPTH OF 20-INCHES BELOW THE EXISTING AC PAVEMENT SURFACE AND AT LEAST 1-INCH BELOW THE BOTTOM OF THE PAVEMENT STRUCTURAL SECTION.
6. CONDUIT BANK REQUIRES (1) 12AWG HIGH STRENGTH (MIN. BREAK LOAD 452#) COPPER-CLAD STEEL W/30MIL HDPE ORANGE INSULATION FOR LOCATE/TRACER WIRE.
7. ALL MICRO-TRENCHES SHALL BE BACKFILLED WITH 2 SACK CEMENT SAND SLURRY 2500 PSI. (MEDIUM TO DARK RED COLOR) TO SUB GRADE BY THE END OF THE WORK DAY.

   FOR FINAL REINSTATEMENT, USE ELEPHANT ARMOR ASPHALT REPAIR, LINE PUMPED INTO THE TOP 3-INCHES OF THE MICRO-TRENCH. WHEN THE CAP LIMIT IS WITHIN 2-FEET OR LESS FROM THE GUTTER FACE, CURB, SLAB OR SURFACE. THE CAP LIMIT SHALL EXTEND TO THAT ITEM. ADDITIONAL GRIND AND OVERLAY MAY BE REQUIRED AT THE CITY'S DISCRETION BASED ON STREET CLASSIFICATION, LANE LINE AND BIKE LANE LOCATIONS.
   A. PAVEMENT SHALL BE LEVEL WITH ADJACENT ROADWAY ELEVATIONS AND SHALL PROVIDE A SMOOTH SURFACE PER GREENBOOK SECTION 302-5 AND IS SUBJECT TO ACCEPTANCE BY THE INSPECTOR.
   B. PAVEMENT MARKINGS SHALL BE RESTORED IN KIND.
9. ONLY ONE MICRO-TRENCH PER SIDE OF THE STREET IS ALLOWED. ADDITIONAL MICRO-TRENCHES MAY BE CONSIDERED AT THE DISCRETION OF THE CITY ENGINEER.
10. CONNECTION TO SERVICE LATERALS, JUNCTION BOXES, ETC., SHALL BE DONE SUCH THAT CURB AND GUTTER IS NOT DISTURBED, SETTLED OR DAMAGED. REMOVAL LIMITS OF SIDEWALK SHALL FOLLOW APPLICABLE STANDARDS AND REQUIREMENTS AS APPROVED BY THE CITY ENGINEER. THE USE OF HYDRO-JETTING IS NOT PERMITTED. VOIDS RESULTING FROM TRENCHLESS METHODS SHALL BE BACKFILLED WITH APPROVED CONTROLLED LOW-STRENGTH MATERIAL (CLSM) CONSISTING OF FINE AGGREGATE, FLUIDIZING AGENT, PORTLAND CEMENT AND WATER. FILL SHALL BE PREPARED USING A VOLUMETRIC MIXER.
11. THE MICRO-TRENCH SHALL BE CONSTRUCTED WITH CONTINUOUS UNIFORM STRAIGHT AND NEAT EDGES.
12. CONSTRUCTION INSTALLATION METHODS PARTICULARLY SUITABLE FOR MICRO-TRENCHING SHALL INCLUDE:
    A. MICRO-TRENCHER CAPABLE OF MEETING TARGET DEPTH AND WIDTH IN A SINGLE PASS WITH AN INTEGRAL HOOD AND ASSOCIATED VACUUM SYSTEM. SELECTION OF CUTTING WHEEL SHALL BE SUCH THAT IT MINIMIZES DAMAGE TO THE ADJACENT AC SURFACE. TRENCHER MUST BE STREET LEGAL WITH THE USE OF A FILTER SYSTEM FOR DUSTLESS EXCAVATION.
    B. CITY RECOMMENDS EQUIPMENT RATE OF 350HP OR GREATER, SHALL COLLECT EXCAVATED MATERIAL ONBOARD WITH TWO POINTS OF SUCTION FOR SPOILS.
    C. MOBILE CONCRETE/SLURRY PLACEMENT WITH AN ON-BOARD VIBRATOR, NARROW THROUGH TO MATCH MICRO-TRENCH WIDTH.

REGISTERED PROFESSIONAL ENGINEER
KHOI K. DO
No. 62809
CIVIL
STATE OF CALIFORNIA

APPROVED BY:	7-18-24 DATE	CITY OF ONTARIO	
KHOI DO, CITY ENGINEER	RCE: 62809		
RECOMMENDED BY:	7/16/24 DATE	MICRO-TRENCHING	STANDARD DRAWING NUMBER 1308
BRYAN LIRLEY, ASSISTANT CITY ENGINEER	RCE: 70990		SHEET 1 OF 2



LOCAL DEPRESSION – FOR CATCH BASIN INLET MICRO TRENCH
SEE. STANDARD DRAWING 3005

TYPICAL MICRO–TRENCH SECTION

NOTES

13. GST ELEPHANT ARMOR DOT INDUSTRIAL GRADE MORTAR IS A SINGLE COMPONENT, CEMENTITIOUS, FIBER REINFORCED, ULTRA–FAST SETTING CONCRETE REPAIR AND OVERLAY MORTAR THAT CAN BE PLACED WITH A TROWEL, TEXTURED ROLLER OR OTHER TYPES OF HIGH VOLUME APPLICATION TOOLS.
14. WHEN CATCH BASIN IS PRESENT. TRENCH PARALLEL TO EDGE OF GUTTER, CUTTING AT A 45 DEGREE ANGLE TO FORM AROUND CATCH BASIN GRADE.

TABLE A. MICROTRENCH DEPTH PER STREET CLASSIFICATION

STREET CLASSIFICATION	REFERENCE STANDARD DRAWING NUMBER	DEPTH FROM TOP OF LAST INSTALLED CONDUIT
ALLEY	1111	12"
LOCAL STREET	1051, 1052	12"
LOCAL INDUSTRIAL STREET/ COLLECTOR STREET	1053, 1054	16"
MINOR ARTERIAL/ OTHER PRINCIPAL ROUTES	1055, 1056, 1057	16"
OTHER PRINCIPAL ARTERIAL/ TRUCK ROUTES	1058, 1059, 1060, 1061	20"

REGISTERED PROFESSIONAL ENGINEER
KHOI K. DO
No. 62809
CIVIL
STATE OF CALIFORNIA

APPROVED BY: 7-18-24 DATE
KHOI DO, CITY ENGINEER — RCE: 62809
RECOMMENDED BY: 7/16/24 DATE
BRYAN LIRLEY, ASSISTANT CITY ENGINEER — RCE: 70990

CITY OF ONTARIO

MICRO-TRENCHING
CATCH BASIN INLET

STANDARD DRAWING NUMBER 1308
SHEET 2 OF 2

EXHIBIT C

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

CITY OF ONTARIO *Agenda Report* **August 20, 2024**	**SECTION:** **CONSENT CALENDAR**
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: 21

SUBJECT: **A FIRST AMENDMENT TO A REIMBURSEMENT AGREEMENT FOR PUBLIC IMPROVEMENTS BETWEEN THE CITY OF ONTARIO AND TIPPING DEVELOPMENT, INC.**

RECOMMENDATION: That the City Council approve a First Amendment to a Reimbursement Agreement ("Agreement") between the City of Ontario ("City") and Tipping Development, Inc. ("Developer"), and authorize the City Manager, or his designee, to execute the Agreement and all other documents required for implementation of the Agreement.

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

FISCAL IMPACT: The Agreement will provide for reimbursement of actual documented infrastructure-related costs not to exceed $5,310,000 which represent and increase of $2,310,000. Additional appropriations in the about of $1,612,056 will be included in the Water Capital Fund in the next quarterly budget update to City Council.

BACKGROUND & ANALYSIS: The City and Tipping Development, Inc. ("Developer") entered into a Disposition and Development Agreement on September 21, 2021, for the development of an infill mixed-use project known as "The Vault" located at 125 West Emporia Street. The Vault is located within the Emporia Arts District which encompasses various land uses including City administrative offices, commercial, and residential uses. The Vault will include storage facilities for recreational vehicles and exotic cars, retail and restaurant pads, and future City office space to be occupied by the Community Life and Culture Agency.

Utility infrastructure is needed to support the construction of The Vault and further development in the vicinity including the Emporia Place Phase II multi-family redevelopment project. Using the Water Master Plan in conjunction with future development plans, staff identified the need to remove and upgrade approximately 3,000 linear feet of aging 4-inch to 6-inch potable water pipelines to 12-inch potable mains that provide reliable water service for the Emporia Arts District

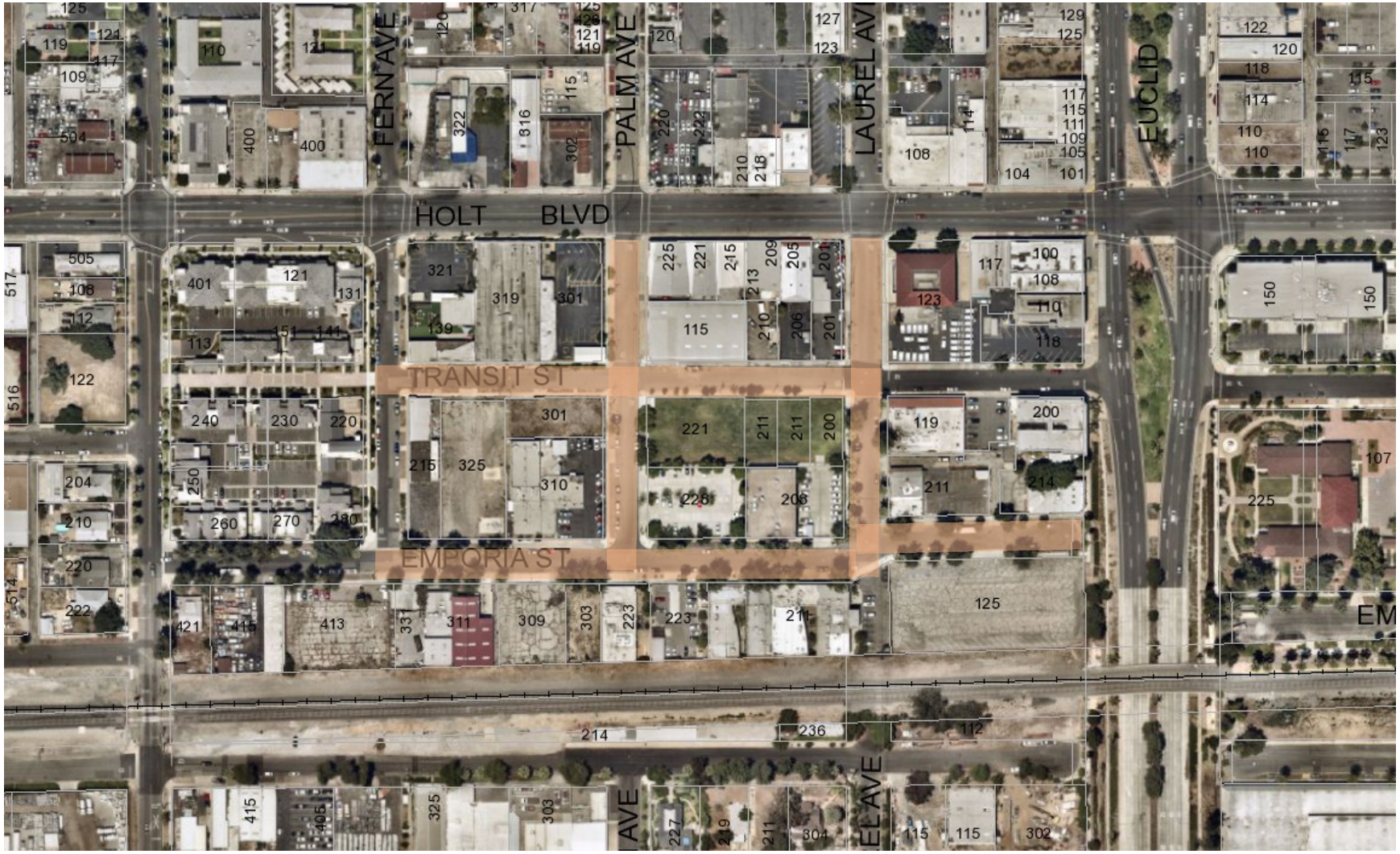
area.

On August 16, 2022, to expedite the design and construction of these public improvements, the City entered into a Reimbursement Agreement where the Developer agreed to undertake certain public improvements including, but not limited to designing and permitting the public improvements, abandoning and upsizing water mains and appurtenances, installing a fire hydrant, paving, striping, construction support cost and contingency. The preliminary Financial Consideration that the City had estimated for the work as a part of the Capital Improvement Program was $3,000,000.

In early 2024, Developer completed construction bid documents, which allowed the Developer to solicit bids from regional contractors. The bidding process occurred between June and July 2024. Due to unanticipated inflation costs for labor and material, the increased scope of roadway pavement and the high utility line density in these smaller streets and alleys, the bid came in approximately $2,310,000 higher than originally estimated in 2022. The Developer provided the bid results to City Staff and the Developers' engineer of record to review and confirm the price with current pipeline and roadway replacement costs.

Staff reviewed the bids and construction support proposals for responsiveness and pricing, and recommends increasing the reimbursement not-to-exceed limit by $2,310,000 for a total not-to-exceed amount of $5,310,000. This includes a twenty percent (20%) contingency, pursuant to the original Reimbursement Agreement.

EXHIBIT “A”


HOLT BLVD
TRANSIT ST
EMPORIA ST
FERN AVE
PALM AVE
LAUREL AVE
EUCLID AVE

FIRST AMENDMENT TO
REIMBURSEMENT AGREEMENT
(THE VAULT)

This First Amendment to the Reimbursement Agreement ("First Amendment") is entered into as of _____, (for reference purposes only) by and between the CITY OF ONTARIO, a California municipal corporation ("City") and TIPPING DEVELOPMENT, INC., a California corporation ("TDI"). City and TDI are sometimes collectively referred to herein as the "Parties" or individually as a "Party".

RECITALS

A. The City and RWSS Development, LLC, a California limited liability company and an affiliate of TDI, ("Developer") entered into a Disposition and Development Agreement on September 21, 2021, for the development of an infill mixed-use facility known as the "Vault" located at 125 West Emporia Street. The Vault is located within the boundaries of the Emporia Arts District, which encompasses various land uses including City administrative offices, commercial, and residential uses. The Vault will include storage facilities for recreational vehicles and exotic cars, retail and restaurant pads, and future City office space to be occupied by the Community Life and Culture Agency.

B. Utility infrastructure is needed to support the construction of the Vault and further development in the vicinity including the Emporia Phase II Apartments. Using the City's Water Master Plan in conjunction with future development plans, City staff identified the need to remove and upgrade approximately 3,000 LF of aging 4-inch to 6-inch potable water pipelines to 12-inch potable mains that would provide reliable water service for the Emporia Arts District.

C. City and TDI had entered into that certain Reimbursement Agreement dated August 16, 2022 ("Original Agreement") whereby TDI agreed to undertake those certain public utility infrastructure improvements including, but not limited to designing and permitting the public improvements, abandoning and upsizing water mains and appurtenances, installation of a fire hydrant, paving, striping, construction support cost and contingency ("Public Improvements") to facilitate the completion of Public Improvements which are part of the City's Capital Improvement Program.

D. In the Original Agreement, the preliminary amount of financial consideration to be paid by the City as reimbursement for the Public Improvements was estimated to be Three Million Even Dollars and No/100 ($3,000,000.00).

E. In early 2024, TDI completed the construction bid documents and between June and July of 2024 conducted the bidding process by soliciting for bids from regional contractors. Due to unanticipated inflation costs for labor and materials, the increased scope of roadway pavement and the high utility line density in these smaller streets and alleys, the construction and construction support costs, including a 20% contingency, came in approximately Two Million Three Hundred Ten Thousand Dollars and No/100 ($2,310,000.00) higher than originally estimated in 2022. TDI provided the bid results to its engineer of record and City staff to review and confirm the price with current pipeline and roadway replacement costs.

F. The City and TDI now desire to amend the Original Agreement to increase the financial consideration by $2,310,000.00 for a total not to exceed amount of $5,310,000.00 which includes a twenty percent (20%) contingency per the Original Agreement as further set forth herein.

G. This First Amendment and the Original Agreement will hereinafter be collectively referenced as the "Agreement" unless otherwise specifically referenced individually.

NOW, THEREFORE, in consideration of the above recitals, and the representations, warranties, covenants and conditions contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, City and TDI agree as follows:

1. **Incorporation of Recitals**. The recitals set forth above are hereby incorporated herein as if set forth in their entirety and made a part of this Agreement.

2. **Reimbursement of Costs; Selection of General Contractor; Change Orders**. The first sentence in Section 2 of the Agreement shall be amended and replaced by the following:

> In light of the benefit the Public Improvements will provide to the City, City intends to provide, through this Reimbursement Agreement, funding in an amount estimated at this time not exceed Five Million Three Hundred Ten Thousand Dollars and No/100 ($5,310,000.00) ("City Financial Consideration") to offset actual documented infrastructure-related costs associated with the construction of the Public Improvements, including but not limited to funding for actual documented costs for interest on the loan TDI obtains to construct the Public Improvements, and certain actual documented costs of overhead items for the Public Improvements, as limited by this Agreement.

3. **Other Terms and Conditions Remain**. In the event of any inconsistencies between the Original Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement is otherwise unmodified and remains in full force and effect.

4. **Capitalized Terms**. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

5. **Construction; Interpretation**. The Agreement and any amendments are the result of negotiations between the Parties hereto, and with the advice and assistance of their respective counsel. The fact that this Agreement and amendments were prepared as a matter of convenience by a Party shall have no importance or significance. Any uncertainty or ambiguity in this Agreement and amendments shall not be construed against the Party that prepared it in its final form.

6. **Force and Effect.** The effective date of this First Amendment shall be the date that this First Amendment is last executed by the Parties below.

7. **Counterparts; Electronic Execution and Delivery**. This First Amendment to the Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together will constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this First Amendment attached thereto. This First Amendment may also be executed by DocuSign or other electronic transmission of signatures, including facsimile or email transmission of a counterpart hereof in portable document format (.pdf), and each copy hereof bearing the DocuSign, facsimile or electronic transmitted signature of any party's authorized representative shall be deemed to be an original. Upon request from either party, the parties hereto agree to exchange original signatures as soon as practical thereafter.

Signature Provisions on the Following Page(s)

IN WITNESS WHEREOF, the Parties have entered into this First Amendment as of the last date of execution by the Parties.

TDI:

TIPPING DEVELOPMENT, INC., a California corporation

Dated:_____

By:_____
Name:_____
Its:_____

Dated:_____

By:_____
Name:_____
Its:_____

CITY:

CITY OF ONTARIO, a California municipal corporation

Dated:_____

By:_____
Scott Ochoa
City Manager

ATTEST:

By:_____
City Clerk

APPROVED AS TO FORM:
BEST BEST & KRIEGER LLP

By:_____
Ruben Duran
City Attorney

CITY OF ONTARIO *Agenda Report* **August 20, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Public Works Prepared By: Vanny Khu Staff Member Presenting: Tito Haes, Executive Director Public Works Reviewed By: Andrea Ampig, Bonnie Tam Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 22

SUBJECT: PRE-AUTHORIZE THE PURCHASE OF ANIMAL CONTROL VEHICLES

RECOMMENDATION: That the City Council pre-authorize the cooperative purchase and delivery of six 2024 F-350 animal control trucks for West End Animal Services Agency from PB Loader Corporation, of Fresno, California, consistent with the terms and conditions of the PB Loader Sourcewell Cooperative Contract No. 080521-PBL in the amount of $797,172 plus a 20% contingency of $159,435 for a total amount not-to-exceed amount of $956,607.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Maintain the Current High Level of Public Safety
Operate in a Businesslike Manner

FISCAL IMPACT: The total cost of the vehicles recommended for purchase is $797,172 plus a 20% contingency of $159,435 to mitigate any unforeseen issues with supply chain surcharges and manufacturer price increases, for a total not-to-exceed amount of $956,607. If approved, additional appropriations in the Equipment Services Fund will be included in future quarterly budget updates to City Council for approval.

BACKGROUND & ANALYSIS: For years, the City of Ontario has contracted with the Inland Valley Humane Society (IVHS) to provide animal services. Unfortunately, the partnership has deteriorated, leading to a noticeable decline in service quality, increased community concerns, and a continued lack of transparency, collaboration, and communication by IHVS. Despite multiple efforts over the past year by City Staff to improve relations, IVHS issued a 180-day notice on April 15, 2024, indicating they are cancelling the contract effective June 30, 2025.

On July 16, 2024, the City Council voted to establish the Joint Powers Authority (JPA) partnership with the City of Chino, named the West End Animal Services Agency (WEASA). WEASA will be a full-service animal services agency that will provide both animal control and sheltering services to member agencies and will start providing animal services effective July 1, 2025. The animal control service will consist of follow-up on citizen reports/complaints, gathering stray animals, enforcement of all animal control laws, investigation of animal abuse reports, transportation of injured, sick or stray animals to receive veterinary care, quarantine of suspect animals, and daily patrol.

The City is requesting the approval for the purchase of six 2024 F-350 animal control trucks to provide field response services. Due to the lead time required by PB Loader Corporation, the City of Ontario will pre-purchase the vehicles to ensure they are delivered and fully operable by July 1, 2025. Once the vehicles are delivered and inspected, the title ownership of the vehicles will be transferred from the City of Ontario to WEASA, ensuring that the agency has the necessary equipment to commence its operations on schedule.

In general conformation with the provisions of Government Code Section 54201 through 54204, Ontario Municipal Code Section 2-6.29 allows for the purchase of supplies and equipment through cooperative purchasing programs, pursuant to California Government Code Section 6502 and City of Ontario Resolution No. 91-141. Cooperative purchasing allows the City to pool its procurement power with other public agencies to obtain lower pricing than otherwise might be possible.

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Sourcewell

Solicitation Number: RFP #080521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PB Loader Corporation, 5778 W. Barstow Ave., Fresno, CA 93722 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Roadway Maintenance Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires October 11, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 10/5/2021 | 8:33 PM CDT

PB Loader Corporation

DocuSigned by:
By: Jason Thompson
DE94D6F54AC44A1...
Jason Thompson
Title: President
Date: 10/5/2021 | 3:34 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 10/5/2021 | 8:47 PM CDT

RFP 080521 - Roadway Maintenance Equipment

Vendor Details

Company Name:	PB Loader Corporation
Address:	5778 W Barstow Ave. Fresno, CA 93722
Contact:	Jason Thompson
Email:	jthompson@pbloader.com
Phone:	559-273-0006
HST#:	77-0307955

Submission Details

Created On:	Tuesday July 06, 2021 18:23:44
Submitted On:	Thursday August 05, 2021 14:04:49
Submitted By:	Jason Thompson
Email:	jthompson@pbloader.com
Transaction #:	82b52ea7-2722-479e-b521-ebd128b3a348
Submitter's IP Address:	12.22.224.114

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	PB Loader Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	n/a	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	n/a	*
4	Proposer Physical Address:	5778 W Barstow Ave, Fresno, CA 93722	*
5	Proposer website address (or addresses):	www.pbloader.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jason Thompson, President, 5778 W Barstow Ave, Fresno, CA 93722, jthompson@pbloader.com, cell: 559-273-0006	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jason Thompson, President, 5778 W Barstow Ave, Fresno, CA 93722, jthompson@pbloader.com, cell: 559-273-0006	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stuart Smith, Inside Sales Manager, 5778 W Barstow Ave, Fresno, CA 93722, ssmith@pbloader.com, Tel: 559-277-7370, Cell: 559-999-5148. Michael Munoz, Regional Sales Director, 5778 W Barstow Ave, Fresno, CA 93722, mmunoz@pbloader.com, Tel: 559-277-7370, Cell: 661-342-1755. Marcus Putnam, Regional Sales Director, 5778 W Barstow Ave, Fresno, CA 93722, mputnam@pbloader.com, Tel: 559-277-7370, Cell: 559-304-1024.	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	PB Loader Corporation began operation in 1954 with the invention of the PB Front Loader and the pothole patcher and emulsion systems in the 1960's for use in Road Asphalt Maintenance. As a family founded and run company, relationships in business are at the center of what PB Loader stands for and is reflected in day-to-day operations. PB believes in making a quality product which their customers can rely on year-in and year-out. PB does not believe in a one-size-fits-all approach. PB custom configures and engineers products to meet the exact needs of their customers. When a customer chooses PB they know they are going to be able to rely on quality construction materials assembled by experienced professionals. PB stands behind their products with not only a successful network of dealers but also production, engineering, and sales staff who are available for troubleshooting and repair. PB Loader has found that conducting business in an honest and attentive way, providing a quality, proven product, and listening to their customers are the best business practices possible. When you call PB with a question they listen and act. It is in this way that PB Loader continues to be synonymous with reliability in their industry and the world over. When we joined Sourcewell nine years ago, we found that their philosophy and values fell in line with the core values of PB Loader. From this, we have adopted Sourcewell as our company's predominate method of procurement. We wholeheartedly believe the present and future of government procurement lies with cooperative purchasing and Sourcewell, along with PB, leading the field.	*

10	What are your company's expectations in the event of an award?	We expect to provide growth through the use of this contract in the marketplace and with our customers. We are firm believers that contract buying is the way of the future with its ease of use for the customer… and customers need to do more with less. We have made and will continue to make the Sourcewell contract the preferred choice of purchasing for our customers. Our commitment to Sourcewell and contract buying… We have risen to the top of our Sourcewell category over the last two contracts and expect to continue with this success. We expect growth by continuing to broaden our offering of additional road maintenance manufacturers and equipment beyond our asphalt patchers and front loaders. We have added to our current contract with: Hook Lifts Light, Medium, and Heavy Duty Dump Bodies Custom Bodies Flatbed and platform bodies Arbor Bodies Contractor Flatbeds Air Compressors Dumping Flatbeds Cargo Bodies Chipper Bodies Landscape Bodies Standard & Mechanic Service Bodies Liftgates Chassis Message Board & Light Trailers Mechanic Truck Cranes Numerous Body & Equipment Accessories Truck Winches Truck Generators & Inverters We will continue to search for additional road maintenance equipment and accessories that will grow our Sourcewell product offering. We have and will always add customer specific models to serve our customers' requirements. Using the contract to meet our customers' needs exactly so they can make repeat equipment purchases effortlessly. For example, we have added a massive listing of custom road maintenance products for City of Los Angeles and San Diego County which plan to purchase multiple units continually each year.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	PB Loader has been in business since the 1950's making us one of the oldest municipal manufacturers on the west coast. Because of our strength in the marketplace and the quality of our products, PB has been and will continue to be a financially responsible and solid company. PB Loader is in excellent financial health. We have experienced substantial growth over the last five years, which has resulted in more than doubling the size of our company. We know this is due to our commitment to excellence in the marketplace as well as utilizing the Sourcewell contract. PB is privately held and for this reason we cannot release financial statements and do not have SEC filings. Please see attached reference letters from our financial institution, vendors, and dealers.	*
12	What is your US market share for the solutions that you are proposing?	Loader – 100% market share. This is a niche market, and we are the only manufacturer of the product. Patcher – Depending on the state, we have 45%-90% of the market share. We typically have high market share in the West and some in the southern states. Overall, we represent approximately 60% of the market throughout North America. Since our last contract we have even better representation. We are committed to find local dealers who can serve our customers.	*
13	What is your Canadian market share for the solutions that you are proposing?	We represent 40% of the Canadian market with our asphalt patchers and it continues to be an area of growth.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, we have never petitioned for bankruptcy protection.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	PB Loader is best described as a manufacturer who works through a network of dealers along with our own sales staff to sell our product. We have 29 dealers with 44 branches covering the US states and Canada (see map). We are continually looking for dealers in the few areas we do not currently have one. We are always reviewing our dealers to ensure the quality needed to fulfill our customers' needs. To support our dealers, we have a total of 16 sales and support staff: President, two National Sales Directors who manage the dealers, two Territory Sales representatives, five Inside Sales and Customer Support staff members, a Parts & Service Manager, a Warranty Coordinator, two dedicated Sales Engineers, a Trade Show Support Specialist, and Sales Assistant.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	PB Loader has local and California state resale/business licenses, Louisiana Motor Vehicles license, and Oregon business license. We are a final stage vehicle installer as well as a California licensed used vehicle dealer.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	PB Loader has never had any suspension or debarments applied.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	National Truck Equipment Association (NTEA) – MVP Member Top ranked vendor in sales revenue for the current Road Maintenance Equipment contract category.	*
19	What percentage of your sales are to the governmental sector in the past three years	The year-over-year numbers are consistent at 99% Government (State, County and Municipal) versus 1% private sector. Our internal and dealer sales force along with our products are specifically designed to meet the specialized needs of Government agencies. This sector of the market is the sole focus of our company. This allows us to better meet and understand their needs.	*
20	What percentage of your sales are to the education sector in the past three years	Our product offering is geared toward public works agencies, however, there is occasional overlap with school district ground maintenance equipment needs.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	PB holds an HGAC contract. We see less than three sales a year and dimensioning due to the fact of our continued efforts to convert HGAC customers to Sourcewell.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Our product offering is rarely sold to the federal government except for a few military air bases and national parks. We do not currently hold any federal contracts (GSA, SOSA) because the market demand is very limited. When approached, we inform the federal agency of the benefits of Sourcewell.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Los Angeles	Ray Perez	323-526-9221	*
City of Colorado Springs	Michael Shill Jr.	719-385-6711	*
County of San Diego	Jim Whitlock	619-709-2171	*
County of Fresno	Mike Downing	559-600-7528	
City of Tucson	Jerry Robles	520-837-6602	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Los Angeles	Government	California - CA	Dump Bodies (52), Flatbed (31), Chipper Bodies (15), Truck Mounted Loaders (11), Patchers (5), Utility Bodies (2)	$50,000 to $200,000 depending on unit	$23,698,990	*
County of Fresno	Government	California - CA	Loaders (6), Dump Bodies (4), Patchers (1)	$50,000 to $200,000 depending on unit	$3,074,364	*
City of Ontario	Government	California - CA	Flatbeds (12), Dump Bodies (3), Service Bodies (2), Chassis (2), Patchers (1)	$50,000 to $200,000 depending on unit	$2,617,946	*
County of San Diego	Government	California - CA	Truck Mounted Loaders (11), Message Board Trailers (9), Patchers (3), Sprayers (2)	$50,000 to $200,000 depending on unit	$2,124,900	*
City of Portland	Government	Oregon - OR	Patchers (5)	$50,000 to $200,000 depending on unit	$869,675	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

25	Sales force.	Our sales force is designed to support our dealer network and at the same time work directly with the end user government agencies. We take it upon ourselves to ensure our end users receive the highest level of customer service and are committed to their complete satisfaction with our products. Our sales force is specifically trained and has the knowledge and resources to ensure our dealers and customers utilize Sourcewell as their primary procurement method. Each team member listed below is committed to growing our company revenue through Sourcewell. Our team consists of twenty-two (22) sales and support professionals: Five (5) Outside Sales personnel. The President of the company (1) and two (2) traveling National Sales Directors, and two (2) outside sales representatives who visit dealers and end users throughout the country. Five (5) Inside Sales personnel. One (1) Sales Manager, and four (4) Inside Sales Coordinators who are responsible for quotes and working with our customers/dealers on the specific and unique designs of our product as well as offering product knowledge and support. One (1) Sales Assistant who is responsible for supporting our sales team and dealers with product information, social media, trade show coordination, and many other support duties which allows our sales team more time to respond to customers. One (1) Parts/Service Salesperson who is dedicated to meeting the aftermarket needs of our customers to ensure quick response to customers' needs. One (1) Warranty Coordinator dedicated to meeting the aftermarket needs of our customers to ensure quick response to any situation that arises. One (1) Trade Show Support who provides extra sales assistance at booths and other event functions. We have an Engineering team of eight (8) who are dedicated to support the sales teams with layout drawings and engineering information requests by customers, which ensures a high level of accuracy to meet the customers' needs. We are currently in the process of expanding our Sales team. We have job openings for two additional outside sales personnel and two inside. The company also utilizes our engineering, operations, and production personnel to support the sales team and customers.
26	Dealer network or other distribution methods.	PB Loader sells through a network of dealers throughout North America. It is our belief that utilizing local dealers provides the best customer service for our end users. Please see attached dealer list and map. We currently have 29 dealers totaling 44 branch locations in the US and Canada, totaling 148 dealer salespeople. Of that total, we have four (4) dealers with eight (8) branches in Canada. All our US dealers and their branches have received training from our staff on Sourcewell procurement and we are looking forward to doing the same with Canoe in Canada. Our sales team regularly visits our dealers to ensure they are trained on our product and the Sourcewell contract. We support many of our dealers' local trade shows and events. We are very active and encourage our dealers to be active in trade organizations such as APWA, MSA, RSFMA, NAPA, and others. These events are excellent opportunities to inform our government customers about Sourcewell procurement of our products.
27	Service force.	The above-mentioned dealer network employs factory trained parts and service representatives at their branches. These dealers typically handle other large municipal equipment like PB Loader. Because of this they have invested in service tooling at many of their locations, such as overhead cranes, mobile service trucks, and very capable shop facilities. The PB Loader sales team provides service support by being the first point of contact for customer questions on the operation and product usage. We provide an initial delivery training and for added value, free training for the life of the unit. We want to ensure that our customers can utilize our product safely and effectively. Replacement manuals and decals are also provided at no charge for the life of the unit. PB Loader utilizes its service team that can be sent around the country to support our dealers and end users. Our dealer network has a total of 295 service and 122 parts staff. PB Loader also supports them with our service and engineering personnel. We have complete manuals, engineering schematics, drawings, and videos. Troubleshooting assistance is available via phone and/or video conference. Per customer request, we utilize additional local third-party repair shops that are closer for a quicker turn around than some dealer locations. We also provide support for customers who provide their own service and a reimbursement program for customers who are required to do their own warranty work.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Quotes are generated by the inside sales department at PB Loader using Sourcewell pricing. Members will generate a purchase order directly to PB or one of our authorized dealers. Once received, an order confirmation is generated to ensure accuracy of the order. Regular updates are provided as the unit progresses through the manufacturing process. Final delivery is done by PB or our dealers and includes training. Once payment is received, it is recorded, and placed on our Sourcewell quarterly reports.

29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	PB Loader's business philosophy is to provide superior quality in customer service which means quick response times and resolving issues to the customer's satisfaction. We require our dealers to provide immediate service to our customers. Many of our dealers offer multi-year service plans. We also offer multi-year warranty plans supported by our dealers. We also have a free lifetime replacement program for our manuals and all instruction/safety decals. PB Loader provides phone/video technical support to both dealers and end users. This is supported by our engineering/sales teams. When we are contacted with a service/warranty issue, a ticket is created within our MRP system and an email is sent company wide. Production, engineering, sales, and support teams all receive this notification and start resolving the issue. By having such a large team involve in rectifying the problem, solutions develop quicker and response times are improved.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have made and will continue to make the Sourcewell contract the preferred choice of purchasing for our customers. We are firm believers that contract buying is the way of the future with its ease of use. Our desire is to have every product we make available through the Sourcewell contract. This philosophy is driven by the President of the company and upper management to ensure the entire organization is committed to making Sourcewell successful with PB Loader.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are looking forward to expanding Sourcewell procurement utilizing the new Canoe platform with all our Canadian customers and dealerships. We currently have four (4) dealers in Canada with seven (7) branches covering nearly the entire country. We retain more than 40% market share in Canada with our asphalt patchers. Canada has been a major customer base for us and will continue to be.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We fully serve all geographic areas within North America.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We fully serve all Sourcewell participating entities within North America.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract restrictions or requirements for participating entities in Hawaii, Alaska or US territories. We have experienced dealers who are trained to utilize Sourcewell. In Alaska, Craig Taylor Equipment offers sales and service support. In Hawaii we utilize the local truck dealerships for sales and service. Our Florida dealer, Environmental Products, has a dedicated salesperson who covers Puerto Rico.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Sourcewell is integrated and promoted heavily into our sales process. A key part of our strategy is making sure our dealer network is promoting Sourcewell as our primary method to purchase PB products. This is accomplished during all sales calls to every dealer and at customer demonstrations with dealer management and sales personnel. We want it known that PB is synonymous with Sourcewell. We help convey this message by displaying the Sourcewell logo on all demonstration vehicles and apparel. We have committed to display the Sourcewell logo everywhere possible: media, ads, promotional items, website, trade show displays, our office, dealer branch locations, and company sales vehicles. The most important part of our strategy is having direct conversations with end user agencies on the value of utilizing Sourcewell for not only purchasing PB products but other products from Sourcewell vendors. We believe the more they utilize Sourcewell contract procurement, the more Sourcewell and PB will grow together. Through our own sales staff and more than 100 dealer salespeople these conversations occur daily.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We have begun the process of implementing a new forward-thinking social media and metadata program along with the redevelopment of our website. This began with signing a long-term contract with a respected digital marketing firm who will partner with us to develop and distribute a continuous campaign of all our social media, digital marketing, and website. Social media posts will include trade shows, industry events, customer demonstrations, new unit deliveries to satisfied customers, product upgrades, and new features. The campaign will include purchasing advertising banners on industry sites as well as an extensive GoogleAds. Each post and banner will include a Sourcewell presence, which is another way to make PB and Sourcewell synonymous. We are excited for the roll-out of the new e-purchase vendor showcase of which we will take full advantage.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Being a current vendor, the Sourcewell contract is already integrated into our sales process, utilized, and promoted heavily. Many of our dealers are very familiar with the contract, because of us and the other manufacturers they represent who are also vendors of Sourcewell. We believe that Sourcewell provides the initial platform for member agencies and should work directly with awarded vendors to promote increased membership. We feel Sourcewell should provide consulting on the legal requirements for members to use corporative purchasing. The sales integration process and Sourcewell becoming the primary method for our customers to purchase PB products began nine years ago with our first contract. We were believers in the beginning that Sourcewell and cooperative purchasing would be the future of government procurement. We have made every effort to make it our future as well. As stated in the previous two questions we laid out our overall marketing strategy for Sourcewell and are committed to continually evolve and improve that strategy as new ideas come to the forefront.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We often see e-advertising as becoming more prevalent in our industry. We have noticed many new customers have sought our website on the internet. Because of the high technical nature, unlimited customizations, and dollar value of our products, particularly being integrated with a chassis, a standard e-procurement system is inadequate to meet the needs of our customers. For these reasons we sell with a hands-on approach with our local dealer network which includes writing lengthy technical specs and doing 3-D layout drawings of the products. It is our belief that one size does not fit all therefore our products are custom designed and configured to meet the needs of our customers exactly. E-procurement is not a robust enough of a process to fulfill our customers' needs. We are, however, looking forward to the roll-out of the new e-purchase vendor showcase of which we will take full advantage.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer free operator training and maintenance training onsite when the end user puts the unit into service. We also provide free follow-up training for the lifetime of the unit conducted by our own factory trained staff and/or dealers. It is our business philosophy to ensure that our customers can effectively and safely use our products. Also, we provide free manuals, and instructional/safety decals for the life of the unit. We have a dedicated person at the factory that customers can call for any kind of troubleshooting or operational advice. This in addition to the sales staff that can also provide this service. There are instructional videos, blueprints, and other digital materials that can be sent to the customers as learning tools. Several times a year we provide patcher training school which we encourage Sourcewell members to attend.	*
40	Describe any technological advances that your proposed products or services offer.	We like to be in the forefront of the technological advances within the municipal and truck equipment industries. We have incorporated options for the latest in back up sensor technology and cameras on our equipment. We strive to make our units the safest in the industry and have adapted standard automotive technology to road maintenance equipment which we have seen few others accomplish. We have updated numerous hydraulic and control systems to more efficient components that integrate with the advanced chassis ECM programming and chip sets. This is accomplished through our engineering department working directly with chassis manufacturers.	*
41	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	To our knowledge, there are not any green agencies that certify our type of product (Pothole Patchers). However, our standard pothole patcher is heated by LPG which is an environmentally friendly fuel. We also offer an electric heated unit which is powered by an onboard generator on current chassis. We have begun to work closely with several electric chassis manufactures so that we can be on the forefront of the technology and offer fully electric road maintenance equipment. As a company we feel our carbon footprint is important with our products and how we operate. We are completing a new facility wide conversion to highly efficient LED lighting. We also have several recycling programs for steel, cardboard, e-waste, among others. Within the next few years, we are planning a solar program initiative which will significantly reduce our footprint.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We do not know of any third parties that label road maintenance equipment specifically. As stated in question 41, the company is committed to developing green practices internally by utilizing energy efficiencies which will make us far more sustainable in the future.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	PB Loader is not accredited as a WMBE or SBE. However, we work with several hub partners: Cicero Brothers (SBE) Westcoast Materials (SBE, DVBE) Main Street Materials (SBE)	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Quality and Customer Service have distinguished us as an industry leader and will continue to do so in the future. It is our business philosophy to stand by our products and customers. We want every customer to feel completely satisfied with the product and the service they receive over the product’s lifetime. By listening to our customers and responding to their needs expeditiously we ensure their complete satisfaction. What makes our products unique is that we do not believe in the one size fits all solution; agencies have very different needs because of their geographic locations, agency size, and other demographics. For this reason, we offer by far the largest selection of models and sizes with our products. But more importantly, we offer hundreds of options and will custom build additional features based off the customer’s needs. We believe in making it easy for our customers to purchase our products. We do this by first listening to their requirements and from there develop a detailed layout drawing. This allows our customer and their crews a great opportunity to design their own unit and know what they are getting before they purchase. On this contract we offer complete turnkey solutions with our products integrated with chassis so the customer can issue one PO to one vendor and have one point of contact. We have a large and dedicated dealer network whose goal is to support their local markets. In turn, we provide our dealers the support to do this as well as offering support directly to the end user. Even though PB sells through dealers, we believe that it is our responsibility to ensure the end user is completely satisfied.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes, our warranty covers all products, parts, and labor. In some cases, freight as well. It is our commitment to solve all warranty issues to the complete satisfaction of our customers.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, our warranty does not have any usage restriction or other limitations. It is important to PB Loader that on the rare occasion there is a manufacturer defect, it is rectified immediately.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	PB or the authorized dealer will cover travel time and mileage for any Sourcewell members warranty claim.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	In regions where we do not have a certified technician, we offer over the phone technical support. If a problem is not resolved we may send a PB Loader technician to fix unit or utilize local third-party repair shops. Either PB or our dealer network can provide a technician who will travel to all geographic locations in US and Canada. Many repairs don't require a certified technician and third-party shops can be utilized when appropriate.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, we will cover all items sold by PB Loader including those components manufactured by others. We believe this provides the best customer service to the end user.	*
50	What are your proposed exchange and return programs and policies?	Customers can return and exchange parts within 30 days without a restocking fee, but pay return freight. After 30 days, there is a 25% restocking fee, but in appropriate cases this may be waived. We wish to ensure customer satisfaction.	*
51	Describe any service contract options for the items included in your proposal.	PB Loader offers starter spare parts kits and a base refurbish package for our pothole patching products. We also offer extended warranty packages on the contract.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	We make every effort to track the original promised delivery at time of quotation and actual delivery performance. We use this information to notify our customers of any deviation from the original quoted delivery.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	We utilize a KPI system that tracks turn around time for part sales. It is imperative to get parts to the customer to minimize their down time.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Our payment terms are Net 30. Check, ACH, and wire transfer are all acceptable forms of payment. We accept Visa and MasterCard for parts sales. We do not have a processing fee.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	For any customers seeking finance or leasing options, we partner with NCL Government Capital.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Each standard Sourcewell transaction starts with a Quote Request Form and detailed dimensional forms. Once a purchase order is received, an Order Confirmation Form is generated.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We accept P-card payments with no additional processing fee.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	See the attached Price Catalog for all our products being offered, which include their SKUs, MSRP, and Sourcewell discounts. We are offering a 10% discount off MSRP on the entirety of our catalog except for chassis. Chassis will be offered at a 5% discount off MSRP.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We are offering a 10% discount off MSRP on the entirety of our catalog except for chassis. Chassis will be offered at a 5% discount off MSRP.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	In an addition to the initial 10% discount to Sourcewell members, we also offer a 3% quantity discount for orders of six (6) or more units excluding chassis.	*
61	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	We like to approach sourced items in one of two ways. First, if they are customer specific, we will add them to the contract just for that customer, so it makes repeat purchasing easier. The second method is to supply a cost plus a percentage quote for these specialty items.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We like to approach sourced items in one of two ways. First, if they are customer specific, we will add them to the contract just for that customer, so it makes repeat purchasing easier. The second method is to supply a cost plus a percentage quote for these specialty items.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping and delivery are an additional cost. The amount depends on the size of the product and where it is going. We quote market rate.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Canada, we contact truck freight brokers who specialize in crossing the border. We and our dealers are very familiar with the USMCA processes. For Alaska, Hawaii and offshore deliveries, our dealers have freight brokers that handle the complete process. We have regularly shipped to all these locations. This is nothing out of the ordinary for us.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our units are built as turnkey work ready products, so they can be delivered directly to the end user and are ready for operation.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	To encourage Sourcewell sales we offer the best pricing to its members compared to any other pricing models.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	It is mandatory for our dealers to request a Sourcewell quote and provide member entity information. From this, a quote number is assigned and is tracked through the sales process. Each purchase order we receive from our dealer or end user is cross checked with a quote number to identify it as a Sourcewell order. This ensures that all Sourcewell orders make it on the quarterly report and a dealer cannot sell an Sourcewell product without our knowledge.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Since we have been an awarded vendor for two contracts, we have established historical metrics. We track the Sourcewell sales dollars within our total sales dollars. We also track the Sourcewell units and product types produced within our total units produced. We track Sourcewell quotes generated within the total number of quotes generated and the conversion rate to orders of Sourcewell quotes. We analyze this performance to grow our success with the Sourcewell contract.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See the RFP and template Contract for additional details.)	Our current contract has a fee of 2%. We would like to continue this with the new contract for our entire catalog including chassis.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We offer an enormous range of road maintenance equipment from pothole patchers to cone trucks, dump trucks, flatbed, message board trailers, and countless others. Asphalt (Pothole) Patchers PB Loader is the leading manufacturer of asphalt patchers with the largest selection of models, sizes, and options in the industry, as well as broad customization above and beyond that. Hot mix asphalt is required to complete a superior asphalt repair. PB patchers keep the temperature consistent throughout the entire shift in order to make a permanent patch. PB Asphalt Patchers carry all the equipment and material for a two-person crew to repair potholes, road shoulders, cut outs, skin patch, and utility cuts throughout the year. PB Patchers are fully equipped with all the tools needed so a team can tackle patching jobs with just one machine. All PB Patchers feature an insulated and heated asphalt hopper that keeps asphalt hot and usable all day. Four (4) Conveying Options: Belt, Single Auger, Double Auger, Dump Four (4) Mounting Options: Truck Chassis, Slip-In, Hook-Lift, Trailer Eight (8) Sizes: 1.5, 1.8, 3, 4, 5, 6, 8, 10 cubic yards Hundreds of options and custom configurations such as: (refer to catalog for complete list) Flasher, safety Spoils bins Tool boxes and baskets Arrow boards Vibratory compactors and rollers Back up alarms and camera equipment Air compressors Generators Jack hammers Hose reels Work decks Water containers Fire Extinguisher, first aid kits, triangle kits Many of these options are customizable within themselves. Locations on the truck, sizes, and usage are all considered when discussing these elements with the customer. PB Patchers come in two formats, a “V” hopper which uses either a continuous conveyor or auger to move the asphalt or a dump hopper which uses a hoist to raise the hopper which allows the asphalt to slide out. Both formats are available for mounting on truck chassis, slip-in, hook-lift or trailer models. Proven Features Heavy Duty Design All Hydraulic Operation Radiant Heat System Burner Systems Available in LPG, Diesel, and Electric Generator Fully Insulated Asphalt Container Hand Torch with 200,000 BTU Output Convenient Operator Controls Emulsion Spray System Emulsion Sprayers PB offers emulsion sprayers with more sizes and features than anyone else in the industry. Fully equipped emulsion systems can be powered by a hydraulically driven pump or compressed air and sized to meet our customers’ needs. These systems are truck mounted in conjunction with an asphalt patcher or truck equipment body. They are also available in trailer, hook lift, and slip-in models. All are available with a variety of options, sizes, and custom configurations. Truck Mounted Styles: 15-200 gallons Trailer Mounted and Slip-In Styles: 200-700 gallons Pump Type Sprayers - Pump type emulsion sprayers include a solvent tank for flushing the emulsion hose and cleaning asphalt tools with a waste tank system. Truck mounted units are usually heated by the truck cooling system but can also be heated by LPG burner. All trailer units use LPG heaters. Compressor Type Sprayers - Compressor type emulsion sprayers are available in the many sizes. These can be charged off the truck brake system compressor, or any air compressor. These sprayers are heated by the truck cooling system or LPG burner. Trailer and slip-in models are equipped with an engine driven compressor. Options and Features - All spray units can include Recirculation, Auxiliary Electric Heat, Tank Insulation, Discharge Strainer, Hose Reels, LPG Tanks, Thermostatic Controls, Loading Hose, Reverse Flow Systems, Draw Off Valve, Optional Engines, and Work Platform. PB Truck Mounted Loaders PB Truck Mounted Loaders combine a dump truck and loader shovel into one unit. Designed to load, haul and dump asphalt cold patch, leaves, gravel, dirt, snow, trash, or brush just to name a few. PB Loaders save operation cost, reduce manpower, and lets you tackle a variety of jobs that would otherwise require several pieces of equipment. PB Loaders are built tough and come equipped with features that improve productivity and safety. An exclusive arm design allows the operator access to the cab when the shovel is on the ground or in the travel position. PB Loaders are available with a 3,000 lb. or 5,000 lb. shovel lifting capacity, and can be outfitted with a clam, tilt, clam/tilt or standard shovel. Shovel capacities range from 3/4 cubic

yard to 1 1/2 cubic yards. Safety switches shut down all systems if the cab door is opened or the dump body is raised during loading operations.

Options include air or joystick controls, automatic grease lines, tool boxes, pull tarps, various sizes of dump bodies, emulsion spray systems, carbide blade and blocks for the shovel, installation on tilt cab or conventional chassis, and many more.

Road Maintenance Support Equipment

PB Bodies are offered in a variety of models and capacities that can be used in conjunction with a PB Truck Mounted Loader, PB Patchers, and PB Emulsion Systems. They can also be standalone units equipped to provide valuable service for road maintenance. Features include heavy-duty construction, a large variety of accessory equipment and tools, custom configured to meet the exact needs of the using agency.

Chassis:
PB Loader offers full turn-key solutions (single PO Source Purchasing) for our Sourcewell customers by providing a variety of chassis that are used in conjunction with our truck mounted products. For example:

- Ford
- Freightliner
- Western Star
- Peterbilt
- Isuzu
- Volvo

Dump Bodies:
PB Loader offers many sizes and types of dump bodies. We work with several leading manufacturers which allows us to bring complete solutions to our Sourcewell customers. We also work with these manufacturers' national dealer networks by convincing them to sell dump bodies with Sourcewell in their local markets. For example:

- Small Contractor Bodies
  - Rigid and/or Fold-Down Sides
- Medium Duty Bodies
  - Bobtail Bodies
- Heavy Duty Bodies
  - Square Bodies
  - Elliptical Bodies
  - Demolition Bodies

Flatbeds / Stake Bodies / Platform Bodies:
PB represents several leading brands as well as manufacture our own models. These bodies can come in standard to heavy duty construction and can be custom built with inlay tool boxes, dump hoists, lift gates, and many other features. Bringing yet another complete solution to our SW customers. We work with these manufacturers' national dealer networks by convincing them to sell flatbed bodies with Sourcewell in their local markets. For example:

- Smooth Floor
  - Tread Plate Floor
  - Wood Deck
  - Aluminum Body
  - Rancher Body
  - Dumping Bodies
  - Stake Sides (wood, steel, aluminum)
  - Various Lengths and Widths

Chipper Boxes / Landscape / Arbor Bodies:
PB represents several brands as well as manufacture our own models. These bodies come in many configurations to meet the roadway landscaping needs of our Sourcewell customers. We work with these manufacturers' national dealer networks by convincing them to sell their bodies with Sourcewell in their local markets. For example:

- Open Top Chipper Box
- Closed Top Chipper Box
- Side Open and barn door landscape bodies (rugby and reading)
- Arbor Bodies with included storage for saws and tree trimming equipment

Utility Bodies:
PB offers the Reading Utility Bodies product line to its SW customers. Reading has a full line of bodies that range from smaller maintenance units to large mechanic trucks for use in road maintenance applications. With a base body from reading, we can upfit additional SW listed equipment to customize a truck to create the best solution for our Sourcewell members. We work with Reading's national dealer network by convincing them to sell utility bodies with Sourcewell in their local markets. For example:

- Steel Constructed Bodies
- Aluminum Constructed Bodies
- Single and Dual Wheel
- Canopy Bodies
- Mechanics Bodies
- Mechanics Crane Bodies

Message Boards Trailers:
PB Loader partners with Wanco to offer a full line of trailer and truck mounted message boards and traffic control products to provide reliable traffic safety for roads and highways. Traffic safety is paramount to all road maintenance work. By providing these products in conjunction with our full line of equipment we give our customers complete solutions. We work with Wanco's national dealer network by convincing them to sell their safety equipment with Sourcewell in their local markets. For example:

Arrow Board Trailers and Truck Mount
Message Board Trailers and Truck Mount
Speed Radar Trailers
Light Tower Trailers

Swaploader Hook Lifts:
We are offering a full hook-lift line, these products are often used in conjunction with our asphalt patchers and support bodies. Hook-lift systems provide an efficient fleet utilization system for municipalities because the customer can use one chassis with several pieces of equipment. We work with their dealer nationwide by convincing them to sell hook lift systems with Sourcewell in their local markets. For example:

Single axle from 7,500 lbs. to 24,000 lbs. capacity
Tandem axle from 33,000 lbs. to 65,000 lbs. capacity

Lift Gates:
Truck mounted lift gate systems that offer value added ease of accessibility to many truck equipment bodies. For example:

Tommy Lift Gate
- Pick Up Truck
- Utility Body
- Flatbed
- Box Body
- Rail Gate
- Tuck under
- Dump Through

Palfinger Lift Gates
- Cantilever
- Pick Up Truck
- Utility Body
- Flatbed
- Box Body
- Rail Gate
- Tuck Under

Compressor Systems:
Truck and skid mounted compressor systems that offer value added functions to many truck equipment bodies. These systems are utilized to run jack hammers, impact wrenches, blow guns, and many other air powered tools and accessories that road maintenance crews use regularly. For example:

Vanair
- Under deck rotary screw compressors from 60 to 185 CFM
- Hydraulic driven compressors from 30 to 85 CFM
- Engine driven compressors from 30 to 85 CFM
- All-In-One systems combines air, electric generators, welder, and hydraulic into one unit

Sullivan-Palletek
- Above deck skid mount, engine driven, 185 CFM

Other brands
- Small engine reciprocating compressor
- Electric 12V compressor

Attenuator: Trailer and truck mounted
Traffix Scorpion truck mounted and trailer crash attenuator systems MASH rated. Attenuators provide that additional safety to the road maintenance crews allowing them to work on the road with confidence. The models presently on our contract provide for safety at highway speeds.

Water Trucks:
We are offering truck mounted water tanks for the use during road maintenance projects for dust control and clean up. For example:

Single axle 2,000 gallon
Tandem axle 4,000 gallon

Cranes:
We offer several brands of truck mounted cranes spanning many types and sizes. These cranes are sold in conjunction with other support bodies to increase the capabilities of the truck. For example:

Electric
- Hydraulic

Folding, compact
- Outriggers

Spitzlif
Palfinger/Reading
Venturo

Customer Specific Custom Road Maintenance Equipment:
As a result of our many options and custom configurations to meet the exact needs of individual agencies, we have started a program of adding customer specific configurations to our current Sourcewell contract. This is to facilitate ease of purchasing for our customers, particularly those who have massive amounts of customized features. One of the greatest successes of this is with the City of Los Angeles which has more than a dozen custom SKUs which includes chassis for turn-key solutions.

Additional Accessories:
On this contract PB offers many additional accessories to upfit any truck or support body with all the tools that road crews need. For example, but not limited to:

Whelen safety lights
PSE Code3 Safety Lights
Work lights and spotlights

		Warn Wenches Tool boxes and baskets Tool holders Back up cameras and sensors Bed vibrators Pull Tarps Inverter Systems with electrical outlets Fire extinguishers and triangle kits Water coolers Wash tanks Ladder and material racks Vises Reflective safety tape and panels	
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Roadway Surface Maintenance and Repair Equipment – We manufacture pothole (asphalt) patchers and emulsion transport and sprayers. We offer the largest selection by far of models and sizes of pothole patchers also custom built to our customers' needs. Equipment and Products in Support of Roadway Maintenance and Repair – We offer many additional asphalt support bodies that utilize emulsion systems and other products that municipalities use in conjunction with their pothole patcher and road maintenance programs. This also includes our PB front loader systems.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	Asphalt recycles and reclaimers	○ Yes ◉ No	We are in development to produce asphalt hotbox trailers that have asphalt reclaiming features. Product launch is expected First Quarter 2022. We are committing to ultimately producing a full line of these trails and heavily competing in this market.	*
73	Patchers, seal coaters, crack sealers, and mastic and adhesive melters	◉ Yes ○ No	We are the leading producer of truck mounted pothole patching systems in North America. PB does not manufacture seal coaters, crack sealers, and mastic and adhesive melters.	*
74	Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment	○ Yes ◉ No	We do not manufacture any of these products.	*
75	Pavement marking application and removal equipment	○ Yes ◉ No	We do not manufacture any of these products.	*
76	Other	◉ Yes ○ No	We are the leading producers of truck mounted emulsion spray systems. We also offer a multitude of road maintenance support equipment as mentioned in Table 14A.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 77. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
n/a	n/a	n/a

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - 1_Pricing.zip - Thursday August 05, 2021 13:44:55
- Financial Strength and Stability - 2_Financial Stregth & Stability.zip - Thursday August 05, 2021 13:45:06
- Marketing Plan/Samples - 3_Marketing Plans & Samples.zip - Tuesday August 03, 2021 18:00:46
- WMBE/MBE/SBE or Related Certificates - 4_WMBE-MBE-SBE Certifications.zip - Tuesday August 03, 2021 18:01:17
- Warranty Information - 5_Warranty.zip - Tuesday August 03, 2021 18:01:36
- Standard Transaction Document Samples - 6_Standard Transactiom Document Samples.zip - Tuesday August 03, 2021 18:01:48
- Upload Additional Document - 7_Additional Documents.zip - Thursday August 05, 2021 13:56:19

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jason Thompson, President, PB Loader Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Roadway_Maint_Equipt_RFP_080521 Wed July 28 2021 06:54 PM	☑	2
Addendum_3_Roadway_Maint_Equipt_RFP_080521 Mon July 26 2021 04:56 PM	☑	2
Addendum_2_Roadway_Maint_Equipt_RFP_080521 Fri July 16 2021 12:55 PM	☑	1
Addendum_1_Roadway_Maint_Equipt_RFP_080521_Draft Thu June 24 2021 04:18 PM	☑	1

CITY OF ONTARIO *Agenda Report* **August 20, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Economic Development Prepared By: Jennifer Hiramoto Staff Member Presenting: Jennifer McLain Hiramoto, Economic Development Director Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 23

SUBJECT: **CONSIDER A RESOLUTION APPROVING, PURSUANT TO THE CERTIFIED FINAL ENVIRONMENTAL IMPACT REPORT AND ADDENDA FOR THE ONTARIO CENTER SPECIFIC PLAN (SCH NO. 89041009), THE FIRST AMENDMENT TO THE COMMUNITY EVENTS CENTER OPERATING AGREEMENT BETWEEN THE CITY AND SMG AMENDING TERMS FOR THE OPERATION AND MANAGEMENT OF EVENTS CENTER LOCATED AT 4000 EAST ONTARIO CENTER PARKWAY, ONTARIO, CA (APN: 0210-205-01)**

RECOMMENDATION: That the City Council takes the following actions:

A. Consider and Adopt a Resolution Approving, Pursuant to the Certified Final Environmental Impact Report and Addenda for The Ontario Center Specific Plan (SCH No. 89041009), the First Amendment to the Community Events Center Operating Agreement between the City of Ontario and SMG; and
B. Authorize the City Manager, or his designee, to execute the First Amendment to the Community Events Center Operating Agreement between the City and SMG, on behalf of the City.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Invest in the Growth and Evolution of the City's Economy
Focus Resources in Ontario's Commercial and Residential Neighborhoods

FISCAL IMPACT: The City of Ontario is expected to generate $1M a year in new revenue as a result of this Amendment.

BACKGROUND & ANALYSIS: On July 1, 2016, the City entered into the Community Events Center Operating Agreement ("Operating Agreement") with SMG Worldwide ("Operator") for the management of 25.7-acre area that includes the 11,000 seat Toyota Arena at 4000 Ontario Center Parkway, and roughly four parking lots, all owned by the City of Ontario ("City"). As the City continues to look at capitalizing on its investment and success of the Toyota Arena, the City envisions a robust entertainment, pedestrian and residential district that will include upscale retail

and restaurants, vibrant entertainment venues and dense residential development.

To deliver on this vision, on July 19, 2022, the City entered into four separate development agreements with a master developer. In total, this development will include 700 new residential units and nearly 70,000 SF of new commercial. One of the agreements was with OTC Lot A Owner ("OTC") for property immediately to the east of the Toyota Arena. In addition to this private development, the City intends on developing a Public Plaza ("Plaza Area") to the east of the Toyota Arena and to the west of the Lot A development. This approximately 2-acre Plaza will create a public space that will contain retail and concession kiosks ("Kiosks"), outside furniture, and outdoor entertainment space. This amount of programming, especially the Kiosks, presents a financial opportunity for the City, and with that it will also require day-to-day management.

In order for SMG to manage activities in the Plaza Area, the City needs to amend its existing Agreement with SMG. The First Amendment to the Community Events Operating Agreement will allow for this expanded activity, as well as details the revenue share of the Kiosks.

A summary of the additions in the Amendment include the following:

- Definitions were clarified or added, including the addition of the Plaza Area. This is defined as an 87,120 square foot area between the Toyota Arena and Lot A, as depicted in the Agreement.
- Scope of Services were added to include that the Operator shall manage, operate and maintain both the Events Center and the Plaza Area.
- Definitions for collections and payments for the Plaza Area were added, including defining operating revenue, operating expenses, and net operating income and loss for the Plaza Area.
- Distribution of Net Operating Income - Plaza Area.
    - The Amendment introduces the concept of priority payments for the activity, including revenue from Kiosks, in the Plaza Area. The Operator shall:
        - Pay the first $1.62 M to OTC Lot A.
        - Pay the second $1 M to the City.
        - Pay the third $1 M to itself (Operator). These funds will cover operating expenses.
    - Any balance in excess of the priority payments detailed above shall be split three ways between the OTC Lot A, the Operator and the Owner.

CEQA

The City prepared and certified the Final EIR (“FEIR”) in 1990, for the Ontario Center Specific Plan (SCH No. 89041009) and Mitigation, Monitoring and Reporting Program (“MMRP”) consisting of comments received during the 45-day public review and comment period on the Draft FEIR, written responses to those comments, and revisions and errata to the Draft FEIR. On February 1, 2006, the City adopted an Addendum to the FEIR for the Community Events Center, including a Community Events Center and a multi-purpose stadium, per the standards for subsequent environmental review outlined in Public Resources Code section 21166, State CEQA Guidelines section by preparing an Initial Study and accompanying technical reports (“CEC Addendum”). Based on the CEC Addendum, the FEIR, and the other Addendum adopted by the City with regard to the FEIR, staff has concluded that the previously certified FEIR fully analyzed and mitigated, where feasible,

all potentially significant environmental impacts, if any, that would result from the First Amendment to the Community Events Center Operation Agreement, and therefore, no subsequent EIR or mitigated negative declaration is required.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING, PURSUANT TO THE CERTIFIED FINAL ENVIRONMENTAL IMPACT REPORT AND ADDENDA FOR THE ONTARIO CENTER SPECIFIC PLAN (SCH NO. 89041009), THE FIRST AMENDMENT TO THE COMMUNITY EVENTS CENTER OPERATING AGREEMENT BETWEEN THE CITY AND SMG AMENDING TERMS FOR THE OPERATION AND MANAGEMENT OF EVENTS CENTER LOCATED AT 4000 EAST ONTARIO CENTER PARKWAY, ONTARIO, CA (APN 0210-205-01-0000).

WHEREAS, the City of Ontario is the fee interest owner of certain real property, identified with Assessor's Parcel Number 0210-205-01-0000, located at 4000 East Ontario Center Parkway, Ontario, CA, consisting of approximately 25.7 gross acres of land, (the "City Property"), which contains certain improvements, including a sports and entertainment arena with related office space for administrative use (the "Events Center"), commonly known as the Toyota Arena, which is situated on and generally within center point of the City Property, and presently with parking lots for use associated with the Events Center; and

WHEREAS, the City and SMG, a general partnership, ("Operator") have entered into that certain Community Events Center Operating Agreement (the "Original Agreement"), dated as of July 1, 2016, pursuant to which Operator manages and operates the Toyota Arena Events Center for the City; and

WHEREAS, the City desires to design and construct certain improvements outside along the east side of the Events Center to create a public plaza or paseo (the "Plaza Area") that will contain retail and concession kiosks ("Kiosks"), outside furniture, and outdoor entertainment space for use by the residents of Ontario and the regional community; and

WHEREAS, a Kiosks License Agreement and Sublicense Agreement are desired to grant a license for the locations of the Kiosks under the License Agreement and a sublicense to the Operator, or an associated entity of Operator, for the Operator, among other things, to manage, maintain and operate the Kiosks; and

WHEREAS, the City has entered into Ground Leases with two associated entities to the developer, Adept, ("Adept Entities") whereby the Adept Entities will design, plan and construct commercial, hospitality and residential development on the two lots located on the east side of the Events Center as part of the desired entertainment district; and

WHEREAS, the City and Operator desire to amend the Original Agreement to, among other things, re-define the areas of management and operation control over and on portions of the City Property and to amend the financial provisions related to the Plaza Area in furtherance of creating a desired entertainment district; and

WHEREAS, the City and Operator as contracting parties desire to provide the special financial provisions for the collective common benefit of the overall current and prospective development on the City Property for the entertainment district; and

WHEREAS, pursuant to the California Environmental Quality Act (Public Resource Code §§ 21000 et seq.) ("CEQA"), and the State CEQA Guidelines (14 Cal. Code Regs. §§ 15000 et seq.) the City previously determined that an Environmental Impact Report ("EIR") be prepared pursuant to CEQA in order to analyze all potential adverse environmental impacts of the Ontario Center Specific Plan; and

WHEREAS, the City prepared and certified the Final EIR ("FEIR") in 1990, for the Ontario Center Specific Plan (SCH No. 89041009) and Mitigation, Monitoring and Reporting Program ("MMRP") consisting of comments received during the 45-day public review and comment period on the Draft FEIR, written responses to those comments, and revisions and errata to the Draft FEIR. For the purposes of this Resolution, the "FEIR" shall refer to the Draft FEIR, as revised by the Final FEIR's errata section, together with the other sections of the Final FEIR; and

WHEREAS, on February 1, 2006, the City adopted an Addendum to the FEIR for the Community Events Center, including a Community Events Center and a multi-purpose stadium, per the standards for subsequent environmental review outlined in Public Resources Code section 21166, State CEQA Guidelines section by preparing an Initial Study and accompanying technical reports ("CEC Addendum"); and

WHEREAS, based on the CEC Addendum, the FEIR, and the other Addendum adopted by the City with regard to the FEIR, staff has concluded that the previously certified FEIR fully analyzed and mitigated, where feasible, all potentially significant environmental impacts, if any, that would result from the First Amendment to the Community Events Center Operation Agreement, and therefore, no subsequent EIR or mitigated negative declaration is required; and

NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF ONTARIO DOES HEREBY RESOLVE AND DECLARE AS FOLLOWS:

SECTION 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. Findings. The City Council finds that the First Amendment to the Community Events Center Operating Agreement for the City Property pursuant to the Agreement will further the goals and purposes of the City, and is in the common interest of the City and its residents.

SECTION 3. Approval of Amendment to the Agreement. The City Council hereby approves the First Amendment to the Community Events Center Operating Agreement in substantially the form attached hereto as Exhibit A, subject to any non-substantive revisions which do not increase the City's liability and are approved by the

City Attorney, and authorizes the City Manager to sign and enter into the Agreement and perform the obligations of the City under the Agreement.

SECTION 4. CEQA. As the decision-making body for the First Amendment to the Community Events Center Operating Agreement, City Council has reviewed and considered the previously certified FEIR and Addenda, any oral or written comments received, and the administrative record prior to making any decision on the First Amendment to the Community Events Center Operating Agreement. The Council finds that the Addenda and FEIR contain a complete and accurate reporting of all of the environmental impacts associated with the First Amendment to the Community Events Center Operating Agreement.

SECTION 5. Findings on the Necessity for a Subsequent or Supplemental Environmental Impact Report. Based on the substantial evidence set forth in the record, including but not limited to, the previously certified FEIR, the Addenda, and all related information presented to the City Council, the Council finds that the First Amendment to the Community Events Center Operating Agreement does not necessitate even minor modifications to the FEIR and Addenda. Therefore, pursuant to State CEQA Section 15164 and the City Council finds that the preparation of a subsequent or supplemental EIR is not required for the First Amendment to the Community Events Center Operating Agreement.

SECTION 6. Findings on Environmental Impacts. Having considered the Addenda, the administrative record, the previously certified FEIR and all written and oral evidence presented to the City Council, the Council finds that all environmental impacts of the First Amendment to the Community Events Center Operating Agreement have been addressed within the FEIR and the Addenda. The City Council finds that no new or additional mitigation measures or alternatives are required. The Council further finds that there is not substantial evidence in the administrative record supporting a fair argument that the First Amendment to the Community Events Center Operating Agreement may result in any significant environmental impacts beyond those analyzed in the FEIR and Addenda.

SECTION 7. Notice of Determination. The Executive Director, or designee, is hereby directed to file a Notice of Determination for the First Amendment to the Community Events Center Operating Agreement under CEQA.

SECTION 8. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City declares that the City would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

SECTION 9. Effective Date. This Resolution shall become effective immediately upon its adoption.

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

PASSED, APPROVED, AND ADOPTED this 20th day of August, 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 August 20, 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 August 20, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

FIRST AMENDMENT TO THE
COMMUNITY EVENTS CENTER OPERATING AGREEMENT

This First Amendment to the Community Events Center Operating Agreement ("First Amendment"), dated as of _____, 2024 (the "Effective Date"), is made by and between the City of Ontario, a municipal corporation organized under the laws of the State of California ("Owner" or "City"), and SMG, a Pennsylvania General Partnership, whose current address is 300 Conshohocken State Road, Suite 770, West Conshohocken, PA 19428 ("Operator"). The Owner and Operator may sometimes hereinafter be referred to individually as the "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Owner is the fee interest owner of certain real property, identified with Assessor's Parcel Number 0210-205-01-0000, located at 4000 East Ontario Center Parkway, Ontario, CA, consisting of approximately 25.7 gross acres of land, (the "City Property") as depicted on **Exhibit A**, **Depiction of City Property**, which contains certain improvements, including a sports and entertainment arena with related office space for administrative use by Owner and Operator (the "Events Center"), commonly known as the Toyota Arena, which is situated on and generally within center point of the City Property, and presently with parking lots for use associated with the Events Center;

WHEREAS, the Owner and Operator have entered into that certain Community Events Center Operating Agreement (the "Original Agreement"), dated as of July 1, 2016, pursuant to which Operator manages and operates the Events Center for the Owner;

WHEREAS, Owner is interested in creating an entertainment district for the residents of Ontario and regional community by facilitating future upscale retail and restaurants, entertainment venues and theater, commercial, hospitality and residential development on certain portions of the City Property;

WHEREAS, Owner has entered into certain other agreements and leases for portions of the City Property in furtherance of the aforementioned future development, including that certain Ground Lease dated July 19, 2022 ("Lot A Ground Lease") between the Owner and OTC Lot A Owner, LLC ("OTC Lot A") for an area east of the Events Center, referenced as "Lot A";

WHEREAS, Owner intends to design and construct improvements outside between the east side of the Events Center and the land referenced as Lot A to create a public plaza or paseo (the "Plaza Area") that will contain retail and concession kiosks ("Kiosks"), outside furniture, and outdoor entertainment space for use by the public;

WHEREAS, the Owner and OTC Lot A intend to enter into a Kiosk License Agreement ("License") for the Kiosks whereby OTC Lot A will be granted a license for a portion of the Plaza Area (as defined below) to implement the certain use rights granted to OTC Lot A by the Owner under the Lot A Ground Lease;

WHEREAS, concurrently or subsequent to Owner and OTC Lot A entering into the Kiosk

License Agreement, the Operator (or an associated entity of Operator) intends to enter into a Naming Rights and Kiosk Sub-License Agreement ("Sublicense") with OTC Lot A whereby Operator will sub-license the Kiosks area (located within the Plaza Area) to manage and operate the Kiosks for OTC Lot A and will have other rights to obtain sponsor(s) for a sign that will be affixed to a Building on Lot A facing the Plaza Area;

WHEREAS, the Owner and Operator desire to amend the Original Agreement to, among other things, re-define the areas of management and operation control over and on portions of the City Property and to amend the financial provisions related to the Plaza Area in furtherance of creating the desired entertainment district;

WHEREAS, the Owner and Operator as contracting parties desire to provide the special financial provisions for the collective benefit of the overall current and prospective development on the City Property for the entertainment district and the aforementioned agreements between the Owner and Operator, the Owner and OTC Lot A, Owner and Adept Development (an entity related to OTC Lot A) and the Operator and OTC Lot A, respectively;

WHEREAS, this First Amendment and the Original Agreement will hereinafter be collectively referenced as the "Agreement" unless otherwise specifically referenced individually;

NOW, THEREFORE, in consideration of the above recitals, and the representations, warranties, covenants and conditions contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Owner and Operator agree as follows:

1. **Incorporation of Recitals**. The recitals set forth above are hereby incorporated herein as if set forth in their entirety and made a part of this Agreement.

2. **Definitions**. A Definitions section shall be added as Section 1.4 (to replace the previously omitted section) and the following defined terms shall have the meanings set forth below:

1.4 Definitions. Set forth below are definitions for the Events Center, Lot A, Lot B, Lot E, Parking Lots and Plaza Area to amend the terms pertaining to Sections 1.5 and 2.1 of the Agreement and to provide additional information for amending the financial provisions of the Agreement.

1.4.1 Events Center: a first-class, state-of-the-art sports and entertainment arena facility, located at 4000 Ontario Center, Ontario, California, which consists of: (a) approximately 10,500 seats, including luxury suite seats and club seats, (b) 32 suites, (c) approximately 750 club seats, (d) private membership bars and/or private membership restaurants, (e) at least 225,000 square feet of gross area and certain square feet of office space attached or integrated as part of the Arena building for administrative use by Owner and Operator, as shown in **Exhibit A**. In any provision of the Agreement where the capitalized term, "Arena" is referenced in this Agreement, it shall mean the Events Center.

1.4.2 Lot A: A certain portion of land located on the eastern border of the City Property, subject to Lot A Ground Lease and that certain Development Agreement entered substantially concurrently therewith between Owner and OTC Lot A, consisting of

approximately 210,250 square feet, as shown in **Exhibit A-1**, attached hereto and by this reference incorporated herein, whereby OTC Lot A intends to develop Lot A pursuant to the Lot A Ground Lease and it related Development Agreement.

1.4.3 Lot B: A certain portion of land located on the southeastern border of the City Property, subject to that certain Ground Lease dated July 19, 2022 between the Owner and OTC Lot B Owner, LLC ("OTC Lot B") and that certain Development Agreement entered substantially concurrently therewith between Owner and OTC Lot B, consisting of approximately 73,640 square feet, as shown in **Exhibit A-1**, whereby OTC Lot B intends to develop Lot B pursuant to the Lot B Ground Lease and its related Development Agreement.

1.4.4 Lot E: A certain portion of land located on and along the southern border of the City Property and west of Lot B, subject to an exclusive negotiating agreement between the City and Adept Development ("Adept"), in which the City and Adept have commenced negotiations and desire to enter into a ground lease and development agreement concerning Lot E, as shown in **Exhibit A-2**, attached hereto and by this reference incorporated herein.

1.4.5 Parking Lots: Any city owned property that has been designated for parking on or adjacent to the City Property, for use during any sports, entertainment, or reserved events scheduled at the Events Center.

1.4.5 Plaza Area: the area situated adjacent to and between the Events Center and Lot A, consisting of approximately 87,120 square feet (2+/- acres) , as depicted in **Exhibit A-3**, attached hereto and by this reference incorporated herein.

3. **Scope of Services**. Section 1.5 of the Agreement is hereby amended and restated in its entirety by the following:

1.5 Scope of Services. Subject to the terms of this Agreement, Operator shall manage, operate and maintain the Events Center and the Plaza Area (excepting therefrom the portion of the Kiosks Licensed Area) during the Term under the direction of the Owner. For purposes of this Agreement between Owner and Operator, the Kiosks Licensed Area described and depicted in the Kiosk License Agreement is not a part of the Plaza Area for purposes of management, operations and maintenances by Operator on behalf of the Owner under this Agreement. Lots A and B are not part of the Scope of Services under this Agreement. Until such time that Lot B will be developed by OTC Lot B, Lot B, or a portion thereof, may be made available for Parking for the Events Center or the Plaza Area provided Owner has provided written notice to Operator confirming that Lot B, or a portion thereof, is available for use as Parking under this Operating Agreement.

Any of the provisions in the Agreement pertaining to management, operation and maintenance of the Events Center by the Operator shall also apply to the Plaza Area upon such time the improvements to be made to the Plaza Area are completed. City will provide notice to Operator when such improvements have been completed.

4. **Definitions for Collections and Payments for Plaza Area**. Section 2.1.1 of this Agreement

is hereby amended with a new Subsection 2.1.1.5 by the following:

2.1.1.5 Definitions for Collections and Payments for Plaza Area. Set forth below are definitions for Gross Operating Revenue, Operating Expenses, Net Operating Income and Net Operating Loss as each apply and relate to the Plaza Area. Except to the extent contrary to the express terms of such definitions, Gross Operating Revenue, Operating Expense, Net Operating Profit and Net Operating Loss shall be determined in accordance with Generally Accepted Accounting Principles promulgated by the Financial Accounting Standards Board ("GAAP").

2.1.1.5.1 Gross Operating Revenue for Plaza Area. The term "Gross Operating Revenue" means the total revenue earned and received from the operation of the Plaza Area or any portion thereof including, but not limited to revenue received in connection with Plaza Area naming rights and official partnerships, event/program based or other sponsorships, advertising and media sales, sales of tickets/entry for any Events held at the Plaza Area, rental of the Plaza Area, and the sale of food, beverages, and merchandise operated by and under Operator's Alcoholic Beverage Control (ABC) License.

2.1.1.5.2 Operating Expenses for Plaza Area. The term "Operating Expense" means all expenses paid or incurred by Operator in connection with the operation and maintenance of the Plaza Area.

2.1.1.5.3 Net Operating Income for Plaza Area. Net Operating Income means, with respect to the applicable time period for the terms provided in Section 2.3.4 of the Agreement, the amount by which Gross Operating Revenue exceeds Operating Expenses for the Plaza Area. For purposes of determining the Net Operating Income, Operator shall keep the accounting for the Plaza Area separate from the Events Center in order to accommodate the distribution of the Net Operating Income described in Section 2.3.4 of the Agreement.

2.1.1.5.4 Net Operating Loss for Plaza Area. The term "Net Operating Loss" means, with respect to the applicable time period for the terms provided in Section 2.3.4 of the Agreement, the amount by which Operating Expenses exceed Gross Operating Revenue, and such amount shall be expressed mathematically as a negative number, for the Plaza Area.

5. **Payment of Operating Expenses; Operator's Rights Regarding Revenues**. The second sentence in Section 2.1.2 shall be amended and replaced by the following:

Except as provided in Section 2.3.2 and 2.3.4 hereof, Operator shall be entitled to keep and retain all revenues and profits from the operation of the Events Center and Plaza Area, should any amounts remain after all disbursements have been made under this Agreement.

6. **Fee; Distribution of Net Operating Income**. Section 2.3 of the Agreement is hereby amended to add a new Section 2.3.4 for the distribution of Net Operating Income for the Plaza Area.

2.3.4 Distribution of Net Operating Income – Plaza Area. Subject to the terms provided below in this Section 2.3.4, the audit terms described in Section 2.4 of the Agreement and on

the basis of a preliminary determination by Operator of Net Operating Income from the Plaza Area, not later than forty-five (45) days after the end of each Operating Year, the following shall occur in the described order and the sources of revenue:

2.3.4.1 Conditions Precedent. The terms in Section 2.3.4 will apply so long as all of the following conditions precedent ("Conditions") are true and exist:

2.3.4.1.1 The License and Sublicense as described above are entered into and remain in effect; and

2.3.4.1.2 Operator (or an Operator associated entity) is the contracted operator of the Events Center and the Plaza Area; and the same is the Sub-licensee and operator of the Kiosks licensed/sublicensed area and Naming Rights Licensee under the Sublicense; and

2.3.4.1.3 Operator shall have obtained City's prior advance written consent before exercising its right to extend the Sublicense beyond the initial term period.

2.3.4.2 Effective Date and Duration. The terms for distribution of Net Operating Income provided in Section 2.3.4 shall become effective commencing on the date that is the later of 1) three (3) years following the Effective Date of the Sublicense or 2) the date upon which OTC Lot A receives a temporary certificate of occupancy for the residential portion of the building to be constructed on Lot A (referenced as the "Lot A Building" in the Sublicense), and will continue until the end of the initial term of the Sublicense, unless amended by the parties, terminated sooner or expire by the terms stated in the Kiosk License Agreement or the Sublicense.

2.3.4.3 Priority and Use of Certain Revenue and Net Operating Income: Operator shall pay to the Owner, the OTC Lot A, or to itself, respectively, the amounts due to the aforementioned parties in the order of priority described below and shall draw from the sources as follows if applicable:

2.3.4.3.1 Payment to OTC Lot A. Operator shall pay the first One Million Six Hundred Twenty Thousand and No/100 Dollars ($1,620,000.00) annually drawn from the sources in the order described below to OTC Lot A to satisfy payment by Operator (as Sublicensee under the Sublicense) of the annual Naming Rights Fee and License Fee ("Fees") due under Sublicense.

2.3.4.3.1.1 First Priority of Source for Payment of Fees to OTC Lot A. The Operator, as the first priority of a source of funds to make the Fees payment in full to OTC Lot A, shall use the revenue derived from sponsorship and operations under the Sublicense (Sublicense Revenue). Sublicense Revenue shall be used towards satisfying and paying the Fees to OTC Lot A under the Sublicense. Fees due under Sublicense to be treated as if it was a Sublicense operating expense except to the extent that such Fees shall be paid first from Sublicense Revenue and before any other Sublicense Operating Expenses are paid. In the event that the Sublicense Revenue is documented as insufficient for Operator to pay the total amount of the Fees to OTC Lot A, then the Operator may utilize funds from the source described in Section 2.3.4.3.1.2 below.

2.3.4.3.1.2 Second Priority of Source for Payment to OTC Lot A. The Operator, as the second priority of a source of funds to make the Fees payment in full to OTC Lot A, may utilize funds from Net Operating Income from the Plaza Area operations ("Plaza NOI") to the extent such funds are available. In the event that Sublicense Revenue and the Plaza NOI sources of funds are documented as collectively insufficient to pay all the Fees due, Operator may utilize funds from the source described in Section 2.3.4.3.1.3 below.

2.3.4.3.1.3 Third Priority of Source for Payment to OTC Lot A. – The Operator, as the third priority of source of funds to make the Fees payment to OTC Lot A, may utilize funds from the remaining Net Operating Income from the Events Center operations ("Events Center Residual NOI") as further described in Section 2.3.2(4) of the Agreement for "Operating Year Commencing July 2018, and all Subsequent Operating Years", to the extent such funds are available. For clarification purposes, the Events Center Residual NOI means any remaining profit amount after payments have been made to satisfy the terms in Sections 2.3.2 and 2.7 of the Agreement. If and only if Sublicense Revenue and Plaza NOI sources of funds are documented as insufficient to satisfy all of the Fees due in the Initial Term under the Sublicense, Operator may utilize Events Center Residual NOI to pay towards the Fees up to the One Million Six Hundred Twenty Thousand and No/100 Dollars ($1,620,000.00) yearly, to the extent of such Events Center Residual NOI exists.

2.3.4.3.2 Payment to Owner. Operator shall pay the second One Million and No/100 Dollars ($1,000,000.00) to Owner annually drawn from the Sublicense Revenue and the Plaza NOI, to the extent there be any amounts remaining.

2.3.4.3.3 Payment to Operator. Operator shall pay to itself the third One Million and No/100 Dollars ($1,000,000.00) to cover its operating expenses annually drawn from the Sublicense Revenue.

2.3.4.3.4 Distribution of Remaining Amounts of Sublicense Revenue. After the above three payments described in Sections 2.3.4.3.1, 2.3.4.3.2 and 2.3.4.3.3 are made, any remaining amounts from Sublicense Revenue shall be split three ways between and paid to Owner, Operator and OTC Lot A.

2.3.4.4 If Net Operating Income in an Operating Year during the Term is insufficient to make the full amount of the Payments described above in Section 2.3.4, then such shortfall shall be carried forward and added to the following year's payments to be made to the respective parties.

2.3.4.5 At the end of the fourth year of the Initial Term of the Sublicense, City and SMG shall revisit the terms and structure for satisfying the Fees under the Sublicense for the purpose of determining feasibility and renegotiation for an extended term of the Sublicense if such extension is desired. City shall have the right to terminate the above financial terms for no cause at the end of the Initial Term of the Sublicense.

7. **Parking**. The first sentence in Section 3.4 of the Agreement shall be amended and replaced

by the following:

Owner shall include a sufficient number of parking spaces in Parking Lots identified and designated for the Events Center, but in no event less than 3,000 parking stalls (the "Parking").

8. **Live Performance.** The fifth sentence of Section 4.1.2 shall be amended and replaced by the following:

"Event" shall include performances or exhibitions which occur in the Parking, or otherwise outside of the main Arena floor, only if Operator obtains prior written approval from Owner, such approval not to be unreasonably withheld or delayed.

9. **Exhibits.** Exhibit A is deleted and hereby replaced by Exhibit A, Depiction of City Property, attached hereto and by this reference incorporated herein. Exhibits A-1, A-2, A-3 and A-4 are hereby added as new exhibits to this Agreement.

10. **Other Terms and Conditions Remain**. In the event of any inconsistencies between the Original Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement is otherwise unmodified and remains in full force and effect.

11. **Capitalized Terms**. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

12. **Construction; Interpretation**. The Agreement and any amendments are the result of negotiations between the Parties hereto, and with the advice and assistance of their respective counsel. The fact that this Agreement and amendments were prepared as a matter of convenience by a Party shall have no importance or significance. Any uncertainty or ambiguity in this Agreement and amendments shall not be construed against the Party that prepared it in its final form.

13. **Counterparts; Electronic Execution and Delivery**. This First Amendment to the Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together will constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this First Amendment attached thereto. This First Amendment may also be executed by DocuSign or other electronic transmission of signatures, including facsimile or email transmission of a counterpart hereof in portable document format (.pdf), and each copy hereof bearing the DocuSign, facsimile or electronic transmitted signature of any party's authorized representative shall be deemed to be an original. Upon request from either party, the parties hereto agree to exchange original signatures as soon as practical thereafter.

(Signature Provisions on the Following Pages)

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this First Amendment on the dates set forth below.

OWNER:
CITY OF ONTARIO, a California municipal corporation and

By: _____
Scott Ochoa
City Manager

ATTEST:

Dated: _____

By: _____

City Clerk

APPROVED AS TO FORM:
BEST, BEST & KRIEGER, LLP

By: _____
Ruben Duran
City Attorney

OPERATOR:
SMG, a Pennsylvania General Partnership

By: _____
Name:
Title:

Dated: _____

EXHIBIT A

DEPICTION OF CITY PROPERTY

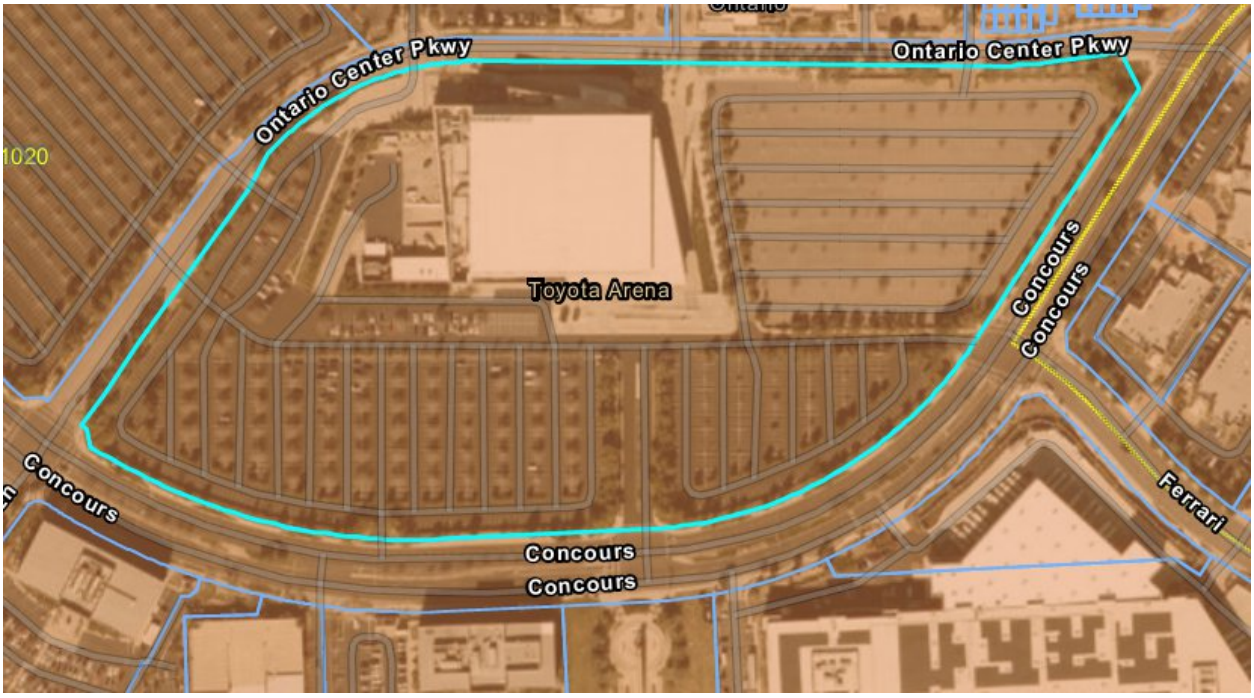


EXHIBIT A-1

DEPICTION OF LOT A AND B

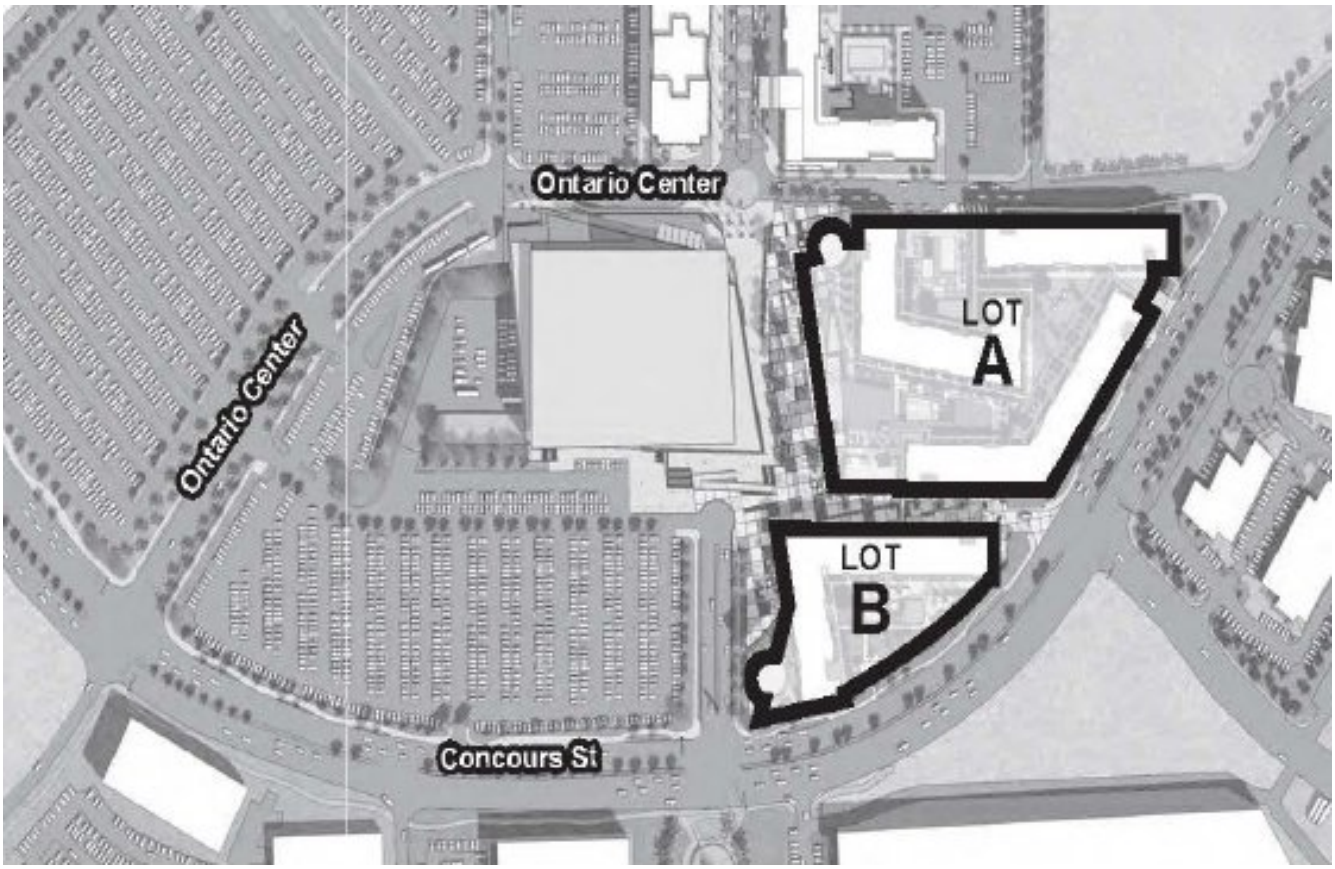
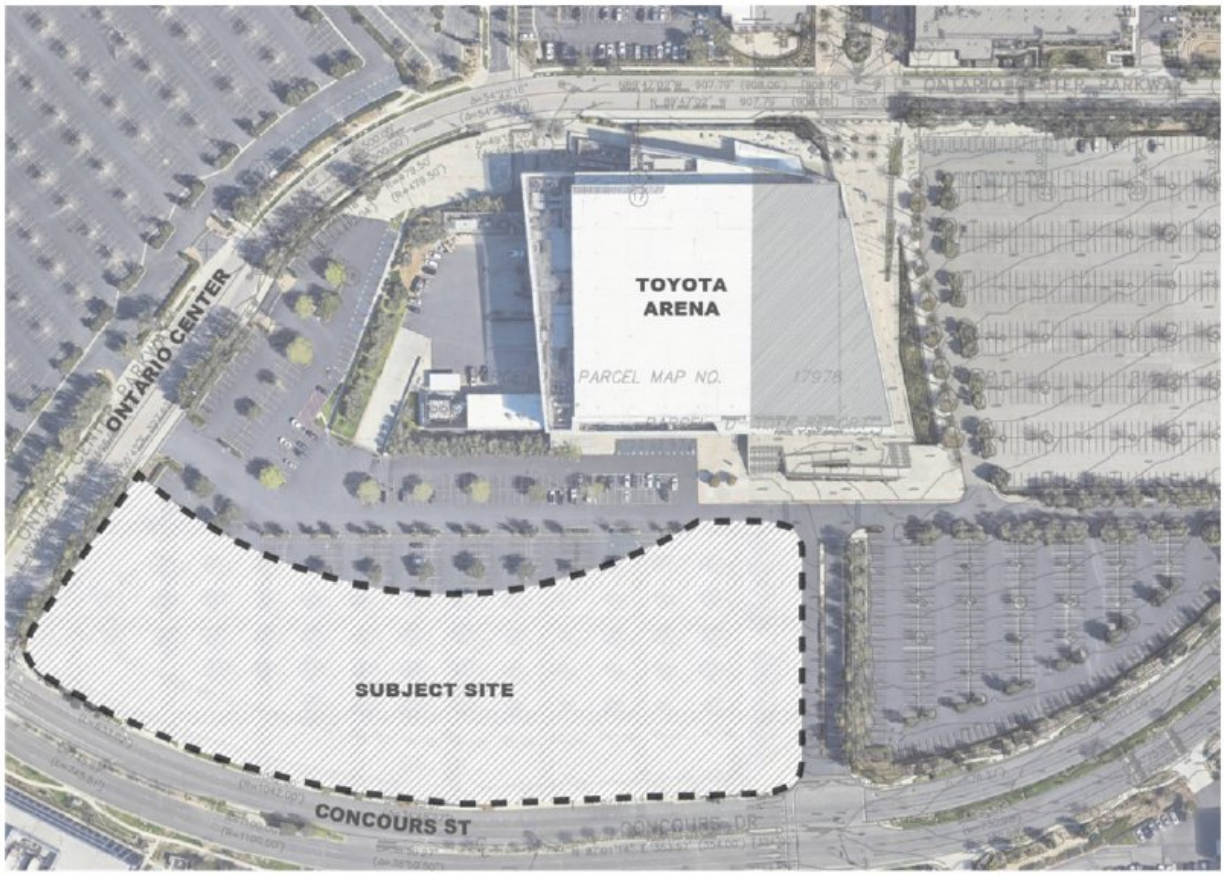


EXHIBIT A-2

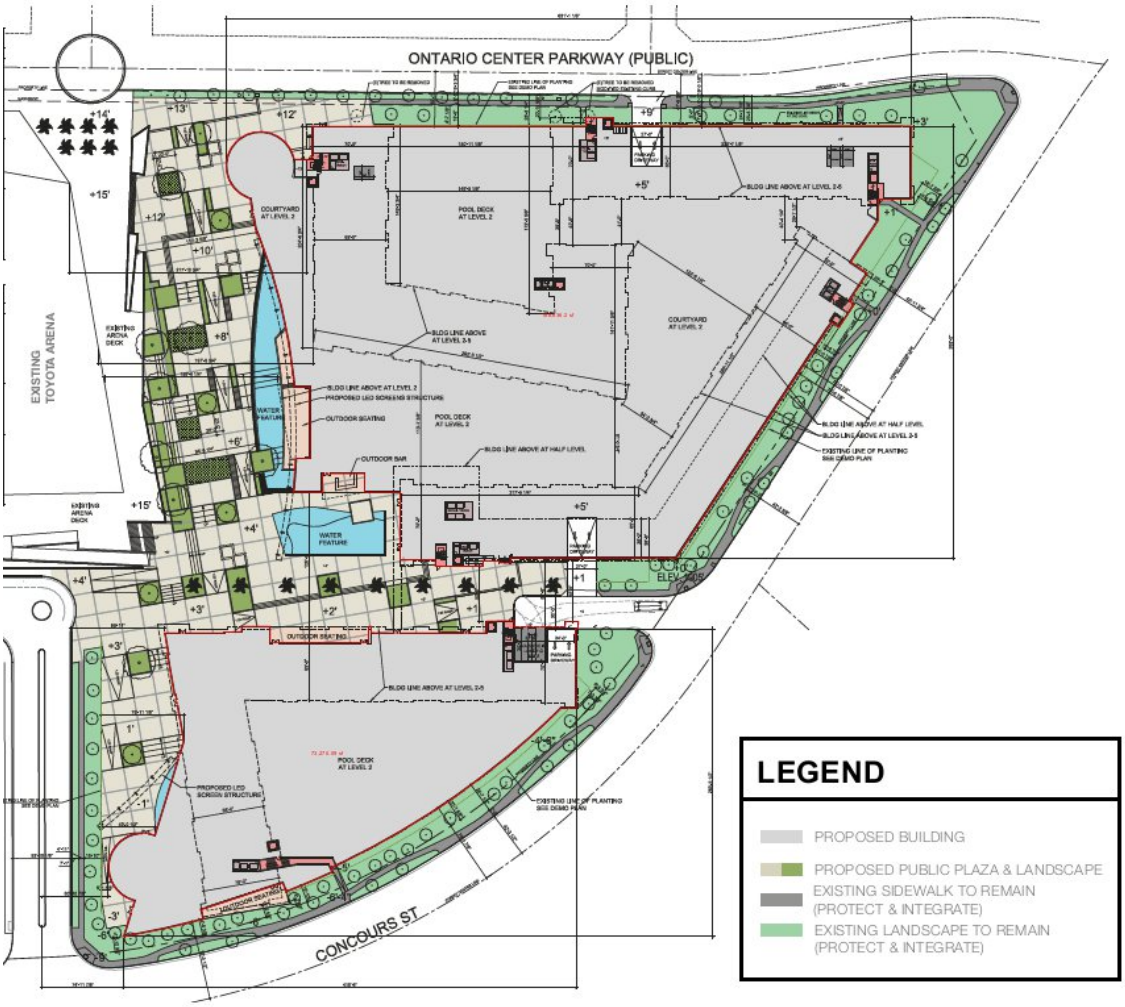
DEPICTION OF LOT E



(Lot E is referenced as Subject Site in this depiction)

EXHIBIT A-3

DEPICTION OF PLAZA AREA



CITY OF ONTARIO *Agenda Report* **August 20, 2024**	**SECTION:** **CONSENT CALENDAR**
Department: Economic Development Prepared By: Jennifer Hiramoto Staff Member Presenting: Jennifer McLain Hiramoto, Economic Development Director Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 24

SUBJECT: **CONSIDER A RESOLUTION APPROVING A KIOSK LICENSE AGREEMENT BETWEEN THE CITY AND OTC LOT A OWNER GRANTING A LICENSE TO USE CERTAIN LOCATIONS WITHIN AN AREA IMMEDIATELY ADJACENT TO THE EVENTS CENTER TO, AMONG OTHER THINGS, CONSTRUCT AND OPERATE KIOSKS AND MAKING CERTAIN CEQA FINDINGS IN CONNECTION THEREWITH**

RECOMMENDATION: That the City Council takes the following actions:

A. Consider and Adopt a Resolution Approving A Kiosk License Agreement Between The City And OTC Lot A Owner Granting A License To Use Certain Locations Within An Area Immediately Adjacent To The Events Center To, Among Other Things, Construct And Operate Kiosks And Making Certain CEQA Findings In Connection Therewith; and
B. Authorize the City Manager, or his designee, to execute the Kiosk License Agreement between the City and OTC Lot A Owner, on behalf of the City.

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: Any costs associated with providing utilities to the Kiosks will be studied and presented at a future date as part of the Public Plaza Capital Improvement Project.

BACKGROUND & ANALYSIS: The City of Ontario is the owner of the 11,000 seat Ontario Events Center, known as the Toyota Arena ("Arena"), at 4000 Ontario Center Parkway. The City intends on capitalizing on its investment and the success of the Toyota Arena, which hosts over 125 events a year, by developing a robust entertainment, pedestrian and residential district that will include upscale retail and restaurants, vibrant entertainment venues and dense residential development.

To deliver on this vision, on July 19, 2022, the City entered into four separate Ground Leases with a master developer. In total, this development will include 700 new residential units and nearly 70,000 SF of new commercial. One of the four Ground Leases was with OTC Lot A Owner, LLC,

("OTC") for property adjacent to the east side of the Arena. In accordance with Section 4.2.2 of the Ground Lease, OTC was given the option to construct, operate, manage, maintain and license commercial kiosks ("Kiosks"), within a future location near the Arena.

Since the execution of the Ground Lease, the City has further developed its vision for an enhanced Public Plaza ("Plaza Area") to the east of the Toyota Arena and to the west of the "Lot A" development, as depicted in Exhibit 2 of the Kiosk License Agreement. This Public Plaza would be a comfortable outdoor space for patrons of the Arena, and would further support the future commercial activity proposed at OTC's development. This approximately 2-acre Plaza will create a public space that will contain opportunities for retail and concession Kiosks, outside furniture, and outdoor entertainment space, which is why OTC is electing to exercise its rights to have Kiosks in the Plaza Area.

The purpose of the Kiosk License Agreement is to provide OTC a license to establish Kiosks in certain locations within the now defined Plaza Area. The term of the Agreement is 55 years. Other terms in the Kiosk License Agreement includes the following:

- This Agreement provides an exclusive license to the Operator to construct, operate, manage and maintain the Kiosks.
- It defines the four types of kiosks, details utilities required for each.
- It defines prohibited uses within the Kiosks.
- It defines terms related to utilities and services, including that the City shall furnish utilities to the Kiosks, and that OTC shall pay for all water, gas, heat, light, power, telephone and other utilities supplied to the Kiosks.
- It gives OTC the right assign or sub-license this Agreement.

CEQA

Pursuant to the California Environmental Quality Act (Public Resource Code §§ 21000 *et seq.*) (“CEQA”), and the State CEQA Guidelines (14 Cal. Code Regs. §§ 15000 *et seq.*), the Kiosk License Agreement is exempt from CEQA pursuant to CEQA Guidelines Section 15311 (Class 11) Accessory Structures as construction and operation of the Kiosks pursuant to the Kiosk License Agreement consists of the construction, or replacement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities. None of the following exceptions to categorical exemption set forth in CEQA Guidelines Section 15300.2 apply:

“(a) Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located--a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply in all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

(b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

(c) Significant Effect. A categorical exemption shall not be used for an activity where there is a

reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

(d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

(e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

(f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource."

KIOSK LICENSE AGREEMENT

THIS KIOSK LICENSE AGREEMENT (this "Agreement") is entered into as of August [__], 2024 (the "Effective Date"), by and between the CITY OF ONTARIO, a California municipal corporation ("Licensor"), and OTC LOT A OWNER, LLC, a Delaware limited liability company ("Licensee").

RECITALS

WHEREAS, pursuant to that certain Ground Lease dated as of July 19, 2022, between Licensee, as tenant, and Licensor, as landlord, as amended by that certain First Amendment to Ground Lease dated as of August [__], 2024 and as supplemented by that certain Letter Agreement re Pre-Stabilized Rent dated November 23, 2022 and that certain Letter Agreement re Pre-Stabilization Date & Assessments dated September 8, 2023 (as amended and supplemented and as the same may be further amended, modified or supplemented from time to time, the "Ground Lease"), Licensee is the tenant of that certain real property described on Exhibit A attached hereto ("Lot A");

WHEREAS, Licensor is the owner of the Ontario Events Center, an approximately 225,000 square foot venue located to the west of Lot A, which hosts over 125 events annually including concerts, family shows, and sporting competitions, as the same may exist now or as it may exist in the future ("Ontario Events Center");

WHEREAS, Licensor intends to construct or cause the construction of a public plaza on land owned by Licensor immediately adjacent to the Ontario Events Center and located to the west of Lot A (the "Public Plaza"). The proposed Public Plaza is anticipated to be located in the area depicted on Exhibit B attached hereto;

WHEREAS, in accordance with Section 4.2.2 of the Ground Lease, Licensee exercised its option to construct, operate, manage, maintain, and license commercial kiosks including the placement of outdoor furniture surrounding such kiosks (collectively, the "Kiosks" and individually a "Kiosk") within the proposed Public Plaza; and

WHEREAS, Licensee desires to enter into this Agreement with Licensor to provide Licensee an exclusive license to use certain locations within the Public Plaza to construct, operate, manage, and maintain the Kiosks, subject to and in accordance with all of the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, Ten Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee, intending to be legally bound, hereby agree as follows:

1. License.

(a) Subject to the terms and conditions set forth in this Agreement, including without limitation Section 1(b), Licensor grants to Licensee, and Licensee accepts from Licensor, an exclusive license to use certain locations within the Public Plaza collectively referred to herein as the "License Area" (which area is defined and described in more detail in subsection (d), below) for the sole purpose of constructing, operating, managing, and maintaining the Kiosks in accordance with all of the terms and conditions set forth in this Agreement (the "License"). Licensor retains all rights to the Public Plaza (subject to the License) and any income and revenue

derived from the Public Plaza, including, without limitation, any sponsorship and naming rights revenues but excluding income and revenue derived solely from the Kiosks during the Term of this Agreement.

(b) Licensee acknowledges and agrees that the License constitutes a limited privilege to use the License Area solely for those permitted uses and activities expressly permitted under this Agreement and subject to all of the terms and conditions set forth in this Agreement, including, without limitation, limitations on assignment and termination provisions expressly set forth in this Agreement. Licensee further acknowledges and agrees that: (1) Licensee is not a tenant or lessee of Licensor and holds no rights of tenancy or leasehold in relation to the License Area or the Public Plaza; (2) this Agreement does not create (nor shall be construed as creating) a leasehold, tenancy or any other interest in the License Area or the Public Plaza; and (3) the License shall end upon the expiration of the Term or earlier termination of this Agreement as expressly provided herein. In consideration of Licensor's entering into this Agreement and the grant of the License, Licensee specifically and expressly waives, releases and relinquishes any and all right(s) to assert any claim of right, privilege or interest in the License Area or the Public Plaza other than the License. Licensee further acknowledges and agrees that without the representations and agreements set forth herein, Licensor would not enter into the Agreement. This Agreement and the License granted herein are subject to all outstanding easements, covenants, conditions, and rights of way over, across and upon the License Area. Licensor may grant additional easements or rights of way over, across, in and upon the License Area as necessitated to be in the public interest so long as any such easements or rights of way do not materially adversely impact or materially adversely interfere with the use of or access to the License Area and the Kiosks.

(c) Intentionally Deleted.

(d) The location and placement of the Kiosks shall initially be in the locations within the Public Plaza which are mutually agreed upon by Licensor and Licensee, each in its reasonable discretion (collectively, the "License Area"). The aggregate indoor square footage of all Kiosks shall not exceed an aggregate total of 20,000 square feet of space. Following the initial Kiosk placement, the Kiosks shall not protrude or extend beyond the License Area, and the location of the Kiosks shall not be modified, changed, or altered without prior written approval of Licensor which such approval shall not be unreasonably withheld, conditioned or delayed.

(e) Licensor shall have the right from time to time to adjust the License Area and/or relocate the Kiosks (in whole or in part) provided that the following conditions are satisfied: (1) Licensor shall provide not less than one hundred twenty (120) days prior written notice to Licensee of such adjustment/relocation; (2) the new location/placement area shall be comprised of at least the same aggregate amount of square footage of the License Area prior to the adjustment/relocation unless otherwise agreed to by Licensee; (3) the new location/placement area shall not materially adversely affect the use, operation and/or revenue of the Kiosk(s) to be relocated unless such new location/placement area shall be approved by Licensee, which approval shall not be unreasonably withheld, conditioned, or delayed; (4) Licensor shall provide (or cause to be provided), at Licensor's sole cost and expense, the same utility connections to the new location/placement as previously provided to the License Area and Kiosk(s) to be relocated; and (5) Licensor shall pay, or cause to be paid, all reasonable out-of-pocket costs and expenses reasonably incurred by Licensee and any of its permitted sub-licensees in connection with the adjustment/relocation. In addition, upon not less than sixty (60) days prior written notice from

Licensor, as may be necessary for programming or other events at the Ontario Events Center and/or the Public Plaza, Licensor shall have the right to require that the moveable Kiosks not affixed to the License Area be relocated on a temporary basis to allow for such programming or other events at the Ontario Events Center and/or the Public Plaza so long as Licensor pays, or causes to be paid, all reasonable out-of-pocket costs and expenses incurred by Licensee and any of its permitted sub-licensees in connection with the temporary relocation and the duration and location of such temporary relocation do not materially adversely affect the use, operation and/or revenue of the applicable Kiosks unless such temporary relocation shall be approved by Licensee, which approval shall not be unreasonably withheld, conditioned, or delayed. The duration and location of such relocation shall be as set forth in the written notice from Licensor.

(f) As described in Section 4.2.2 of the Ground Lease, Licensee has exercised the option for all Kiosks contemplated by the Ground Lease in the Public Plaza on a "first come first served" basis, and no other ground tenant or owner of the other Lots (as defined in the Ground Lease) shall have the right or ability to exercise the option for kiosks in the Public Plaza.

(g) Licensee accepts the License Area in its "as is" condition as of the Operating Expense Commencement Date (as defined below) and without any warranties of whatsoever nature, express or implied. Licensor makes no representation, covenant, warranty or promise that the License Area or the Public Plaza, and any fixtures thereon, are fit or suitable for any particular use, including the use for which this Agreement is made and Licensee is not relying on any such representation, covenant, warranty, or promise.

(h) Licensee shall, at its sole cost and expense, only use the License Area for constructing, operating, managing, and maintaining the Kiosks in accordance with all of the terms and conditions set forth in this Agreement, and the use of the Licensed Area or Kiosks for any other purpose shall be deemed a material default and grounds for termination of this Agreement subject to and in accordance with Section 13 (Default; Remedies) of this Agreement. Licensee shall, at its sole cost and expense, (or shall cause any permitted sub-licensee, at the sub-licensee's sole cost and expense, to) construct, operate, manage, and maintain the License Area and Kiosks in compliance with all applicable laws, all City of Ontario municipal requirements and regulations related to the Kiosks, and all of the terms and conditions set forth in this Agreement, and for no other use or purpose. Licensee shall, at its sole cost and expense, (or shall cause any permitted sub-licensee, at the sub-licensee's sole cost and expense, to) engage a reputable, licensed and qualified architect and contractor in connection with the construction of the Kiosks. Licensee shall (or shall cause any permitted sub-licensee to) obtain, and thereafter comply with and keep in effect, all consents, permits and approvals required by governmental bodies that are necessary for the installation, construction, operation, management, and maintenance of the Kiosks. All installation and construction work shall be performed in a good and workmanlike manner and Licensee shall (or shall cause any permitted sub-licensee to) diligently prosecute such installation and construction to completion. Licensor shall not require bathrooms to be included within the Kiosks. Licensee shall (or shall cause any permitted sub-licensee to) comply with all City of Ontario municipal requirements and regulations related to the construction/installation of the Kiosks which may require a building plan check process/permit for the permanent Kiosk structures with utility connections and a planning review/approval for the mobile/non-permanent Kiosks which may not require a permit.

(i) Licensee shall not use (or permit the use of) the License Area or Kiosks for

any of the following prohibited uses:

(1) Selling, exhibiting or delivering pornographic or obscene materials;

(2) Any fire, auction, lost lease, quitting business or bankruptcy sale, and any signage or advertisement for such, to the extent that this prohibition is permitted by applicable law;

(3) A massage parlor, a so-called "gentlemen's club", or other establishment offering nude or other adult entertainment which prohibits the admission of minors or a gaming parlor (except for bingo gaming). This shall not prohibit the operation of a national branded, high-end day spa and salon such as Burke Williams, Massage Envy, or Glen Ivy;

(4) The sale of fireworks;

(5) Any noxious activity or anything which may be or becomes a nuisance, or which interferes, or which will interfere in any way, with the use of the Ontario Events Center or the Public Plaza;

(6) No window shall be covered in whole or in part, inside or outside, with aluminum foil, newspaper, paint, tint or any other material reasonably deemed inappropriate for such use by Licensor. Windows, however, may be tinted or treated provided that the color and method of tinting or treatment is approved by the City of Ontario;

(7) Any activities that are or might be unsafe or hazardous to any person or property. Under no circumstances may explosives, fireworks, or highly flammable materials such as gasoline, kerosene, oil, oil-based paints, solvents or other similar materials be stored in any Kiosks, except for customary amounts of paints, solvents or other similar materials typically found in commercial businesses for use by that business in the normal course of business and in compliance with all applicable local, state, and federal laws, rules and regulations;

(8) Any activity involving the use, transportation, handling, manufacture, emission or disposal of any Hazardous Materials, other than in accordance with all applicable local, state, and federal laws, rules and regulations. "Hazardous Materials" means any biologically or chemically active, or toxic or hazardous waste or materials as defined or regulated by as defined by the laws of any local government, the State of California and the United States;

(9) The manufacture, refining, processing or bulk storage of Hazardous Materials;

(10) An adult business ("Adult Business"), which shall mean any business establishment or concern which operates as an "Adult Arcade", "Adult Bookstore", "Adult Motion Picture Theater", "Adult Mini-Motion Picture Theater", "Adult Theater", "Adult Video Store", "Class "D" Cabaret", "Escort Agency", "Massage Establishment" (provided that therapeutic massages or massage therapy shall be permitted as an incidental part of a medical office, health spa or salon permitted by the then applicable City of Ontario Municipal Code),

"Nude Model/Figure Studio", "Sexual Encounter/Rap Studio", and "Sexual Novelty Store", as said terms are currently defined in the Ontario Municipal Code;

(11) A "Head Shop", which shall mean a store that sells goods related to marijuana and/or related to any illegal drugs and their consumption, such as, without limitation, bongs, roach clips, pipes, rolling papers and rolling machines, blacklight-responsive posters, incense, cigarette lighters, products claimed to give false negative results for drugs on urine analysis tests, and whipped-cream chargers (which contain nitrous oxide); and/or

(12) Any use prohibited by applicable local, state, or federal law, rule or regulation.

(j) The Kiosks may be used for any and all uses permitted by applicable law provided such uses are compatible and not in conflict with the operation and business of the Ontario Events Center and the Public Plaza, and subject to all other terms and conditions of this Agreement.

(k) Licensor acknowledges and agrees that Licensor shall reasonably cooperate with Licensee's or any of its permitted sub-licensee's entitlement, development, construction, installation, maintenance, operation and/or repair of the Kiosks. Without limiting the foregoing, to the extent reasonably required in connection with the entitlement, development, construction, installation, maintenance, operation and/or repair of the Kiosks as permitted by this Agreement, Licensor, as the owner of the fee title of the License Area, shall execute such documentation as is required to evidence its consent to (as licensor and not as a municipal regulatory body) (or, if required, join as a party to but only as licensor and not as a municipal regulatory body) any such permit, application, filing or other document of Licensee or a permitted sub-licensee's so long as such consent does not impose any obligation or liability on Licensor.

(l) The License includes an exclusive right to all of the Kiosks in the Public Plaza during the Term of this Agreement, subject to the terms and conditions of this Agreement, and Licensor shall not license, lease, sell, or otherwise transfer the right to construct, operate, manage, maintain, and license any of the Kiosks within the Public Plaza to any party other than Licensee during the Term of this Agreement.

2. License Fee and Expenses.

(a) Licensor and Licensee acknowledge and agree that, pursuant to Section 4.2.2 of the Ground Lease, the License granted hereunder shall be without any additional consideration from Licensee, and other than the fees set forth in Section 2(b), Licensee shall not be obligated to pay a fee for such License.

(b) Commencing on the Operating Expense Commencement Date (as defined below), Licensee shall pay (or reimburse Licensor within twenty (20) days following written notice for) all costs, fees, taxes, charges, and expenses in connection with or otherwise related to Licensee's development, installation, construction, operation, management, maintenance, and/or repair of the Kiosks and Licensee's use of the License Area. Licensor shall deliver written notice for such reimbursement within one hundred eighty (180) days following receipt by Licensor of any final billing or invoice for any such costs, fees, taxes, charges, and expenses and if Licensor

fails to timely deliver such written notice, then Licensee shall not be obligated to reimburse Licensor for such costs, fees, taxes, charges, and expenses.

(c) As used herein, the term "Operating Expense Commencement Date" means the date that is the earliest of (i) three (3) years following the Effective Date, (ii) the date on which Licensee (or its permitted sub-licensee) or any one of their agents or contractors or subcontractors enters the License Area and commences to install, develop, and/or construct any one of the Kiosks, or (iii) the date on which Licensor commences to install water, electrical and/or sewer conduit, lines, connections, or the like for any of the Kiosks.

3. Term. The term of this Agreement shall commence on the Effective Date and expire at 12:00 midnight Pacific Time on July 19, 2077 unless earlier terminated pursuant to the express terms of this Agreement or upon termination of the Ground Lease (the "Term"). Upon such expiration or termination of this Agreement, this Agreement and the License granted hereunder shall automatically terminate without need for any further act by any party.

4. Acknowledgement of Requirement as to Lot A. Licensee hereby acknowledges and agrees that at all times during the Term of this Agreement, Licensee shall be the ground lease tenant of Lot A under the Ground Lease or shall be the fee owner of Lot A if Licensee shall have purchased Lot A under and pursuant to the terms of the Ground Lease. Failure to adhere to the requirements of this requirement shall result in default under this Agreement subject to and in accordance with Section 13 (Default; Remedies) below. For the avoidance of doubt, Licensee shall have the right to assign this Agreement in strict accordance with Section 10(a) (Assignment and Sub-licensing) below.

5. Surrender. Licensee shall, upon the expiration or sooner termination of this Agreement, remove from the License Area, at Licensee's sole cost and expense, all personal property, trade fixtures, and equipment of Licensee or its sub-licensees and occupants, and surrender the Kiosks vacant, broom clean and in good order, condition and repair, ordinary wear and tear excepted. Licensee shall repair any and all damage to the License Area and/or the Kiosks resulting from the installation, presence and removal of such personal property, trade fixtures, and equipment of Licensee or its sub-licensees and occupants. Licensee agrees that Licensor shall have all remedies available at law or in equity for Licensee's failure to comply with this Section. In addition to such remedies, Licensee shall be responsible for all costs expended by Licensor in performing Licensee's obligations under this Section in the event Licensee fails to perform the same and any such reimbursement shall be paid within twenty (20) days after receipt of written demand therefor.

6. Alterations. Licensee shall have the right to make or cause to be made any structural or other alterations, additions, installations, demolitions, improvements, and/or changes (collectively, "Alterations") in the License Area and/or the Kiosks with the prior written approval of Licensor which such approval shall not be unreasonably withheld, conditioned or delayed. Licensee shall fully pay for all materials brought upon the License Area by or for Licensee and shall fully pay all persons who perform labor upon and/or supply materials to the License Area and shall not suffer any mechanic's or other lien of any kind or nature to be filed against the License Area for any work done (or claimed to have been done) or materials furnished (or claimed to have been furnished) to Licensee or anyone claiming through or under it. If any such lien shall be filed, Licensee shall discharge the same of record within thirty (30) days after Licensee is

notified thereof at Licensee's expense by filing the bond required by law. Licensor is and shall be under no obligation to make any Alterations to any part of the License Area on account of this Agreement.

7. Utilities and Services.

(a) Licensor shall furnish (or cause to be furnished) to the Kiosks such utilities (which may include, without limitation, water, gas, heat, light, power, sewer and telephone) which are mutually agreed upon by Licensor and Licensee, each in its reasonable discretion.

(b) Licensee shall pay for all water, gas, heat, light, power, telephone, and other utilities and services supplied to the Kiosks, together with any taxes thereon. If any such services are not separately metered to Licensee, Licensee shall pay a reasonable proportion to be reasonably determined by Licensor of all utilities or services jointly metered with other premises. Notwithstanding the foregoing, during any period the operator of the Ontario Events Center is (and remains) the permitted sub-licensee of the License as to all of the Kiosks covered by this Agreement pursuant to that certain Naming Rights and Kiosk Sub-License Agreement entered into as of even date herewith by and between Licensee and Toyota Arena LLC, a California limited liability company ("Naming Rights Agreement"), Licensor shall pay for (or cause the payment of) all water, gas, heat, light, power, telephone, and other utilities and services supplied to the Kiosks, together with any taxes thereon.

(c) Notwithstanding anything to the contrary set forth in this Agreement, Licensor shall not be liable for any damages directly or indirectly resulting from cessation or interruption of use of water, gas, heat, light, power, telephone, and other utilities and services supplied to the Kiosks. In the event of any such cessation or interruption, Licensor shall use reasonable diligence to have the same restored and shall use commercially reasonable efforts to minimize interference with Licensee's use of the Kiosks and License Area; provided, however, unless the operator of the Ontario Events Center is (and remains) the sub-licensee of the License as to all of the Kiosks covered by this Agreement pursuant to that certain Naming Rights Agreement, Licensee shall pay (or reimburse Licensor within twenty (20) days following written notice for) the reasonable out-of-pocket costs and expenses in connection with such restoration by Licensor.

(d) Except to the extent provided in Section 7(a) (Utilities and Services), Section 7(b) (Utilities and Services), and Section 8(b) (Repairs and Maintenance), Licensor is and shall be under no obligation to provide any services to any part of the License Area on account of this Agreement.

8. Repair and Maintenance.

(a) Licensee shall, at Licensee's sole cost and expense, maintain the License Area and Kiosks, and every part thereof, in a clean, safe, lawful and proper manner, and in good order, condition and repair at all times during the Term of this Agreement, including trash collection. If Licensee fails to maintain and/or repair the License Area and Kiosks, and every part thereof, promptly following written notice from Licensor, Licensor shall have the right (but not the obligation) to do so at Licensee's sole cost and expense. Licensee shall reimburse Licensor for such costs within twenty (20) days after receipt of written request from Licensor.

(b) In order to provide uniformity with regard to maintenance, if the operator

of the Ontario Events Center is not the permitted sub-licensee of the License as to all of the Kiosks covered by this Agreement pursuant to the Naming Rights Agreement, then Licensee shall, at Licensee's sole cost and expense, either, at Licensee's option: (i) maintain the License Area to the same maintenance standard and using the same maintenance schedule that the then operator of the Ontario Events Center is using to maintain the Public Plaza, or (ii) engage the then operator of the Ontario Events Center to perform maintenance services with respect to the License Area, and Licensee shall pay a reasonable pro rata share of the maintenance services as reasonably determined by Licensor.

(c) Notwithstanding anything to the contrary set forth in this Agreement, during the period the operator of the Ontario Events Center is (and remains) the permitted sub-licensee of the License as to all of the Kiosks covered by this Agreement pursuant to that certain Naming Rights Agreement, Licensor shall, at Licensor's sole cost and expense, maintain (or cause the maintenance of) the Kiosks and the License Area, and every part thereof, in a clean, safe, lawful and proper manner, and in good order, condition and repair at all times during the Term of this Agreement, including trash collection and security.

9. Disability Laws and Regulations. Licensee shall ensure that the License Area and Kiosks all activities, seating, signs, banners, and structures and installations within the License Area and Kiosks are accessible to qualified individuals with a disability. Licensee shall comply with all Disability Laws and Regulations applicable to the License Area and Kiosks including without limitation, the Americans with Disabilities Act (ADA) (42 U.S.C. section 12101 *et seq*.,), the California Unruh Civil Rights Act (California Civil Code section 51), California Civil Codes sections 54 through 55.2, Title 24 of the California Code of Regulations (California Physical Access Laws), California Government Code sections 11135-11139.8, (Accessibility to Government Programs) The Fair Employment and Housing Act (California Government Code Section 12900-12951 & 12927-12928 & 12955 - 12956.1 & 12960-12976). Compliance shall include, but is not limited to, the removal of all structural barriers, maintaining the accessibility of services and goods, and the modification of policies, practices and procedures and its auxiliary aids and services. Licensor will not be responsible for any costs or expenses related to Licensee's compliance with the Disability Laws or Regulations. Licensee will defend, indemnify, and hold Licensor harmless from and against all claims, suits or causes of action and expenses (including attorneys' fees) which arise out of any act or omission by Licensee, its agents, employees, guests, clients, customers, patrons, or invitees that violates or is alleged to violate any or all the Disability Laws and Regulations.

10. Assignment and Sub-licensing.

(a) Except as expressly permitted herein, Licensee shall not have the right to assign, sub-license, encumber and/or otherwise transfer this Agreement without Licensor's prior written consent (which such consent shall not be unreasonably withheld, conditioned or delayed). Licensor hereby consents to (i) a sub-license of the License as to all of the Kiosks to the operator of the Ontario Events Center pursuant to the Naming Rights Agreement, (ii) sub-sublicense(s) of the License as to any of the Kiosks by the operator of the Ontario Events Center under the Naming Rights Agreement to any third party, (iii) an assignment of this Agreement to a Leasehold Mortgagee (as defined in the Ground Lease) to secure a Leasehold Mortgage (as defined in the Ground Lease), including an assignment of this Agreement to any holder of a mezzanine loan or preferred equity provider; and (iv) an assignment to (A) a new ground lease tenant of Lot A under

the Ground Lease provided such Assignment or Transfer (as defined in the Ground Lease) to the new ground lease tenant is expressly permitted or has been approved by the City of Ontario under the Ground Lease as and to the extent required by the Ground Lease, or (B) the fee owner of Lot A if Licensee purchases the fee interest in Lot A as provided in the Ground Lease; provided that any such new ground lease tenant or fee owner assignee executes the Assignment and Assumption Agreement (as defined in the Ground Lease) (or a substantially similar agreement if Licensee purchases the fee interest in Lot A as provided in the Ground Lease) and such Assignment and Assumption Agreement includes the assignment and assumption of this Agreement and a duly fully executed copy of such Assignment and Assumption Agreement has been delivered to City.

Within thirty (30) days after the receipt of written notice (the "Initial Notice") from Licensee requesting Licensor approval pursuant to this Section 10(a), Licensor shall approve or disapprove any such request. Any disapproval shall be in writing and shall specify the reasons for the disapproval and, if applicable, the conditions required to be satisfied by Licensee in order to obtain approval. If Licensor fails to deliver to Licensee a written approval or disapproval within such thirty (30) day period, Licensee shall provide Licensor a second written notice (the "Second Notice") stating on the front page in bold, uppercase, 14 point font as follows: "**THIS NOTICE IS A FINAL NOTICE OF A PROPOSED ASSIGNMENT OR TRANSFER UNDER SECTION 10(A) OF THE KIOSK LICENSE AGREEMENT BETWEEN THE CITY OF ONTARIO AND [INSERT NAME OF LICENSEE] ASSIGNING OR TRANSFERRING [INSERT NAME OF LICENSEE]'S RIGHTS UNDER THE KIOSK LICENSE AGREEMENT AS DESCRIBED BELOW. IF THE CITY OF ONTARIO FAILS TO APPROVE OR DISAPPROVE THE PROPOSED ASSIGNMENT OR TRANSFER DESCRIBED BELOW WITHIN FIVE (5) DAYS FOLLOWING RECEIPT OF THIS NOTICE, THE CITY OF ONTARIO SHALL BE DEEMED TO HAVE APPROVED THE ASSIGNMENT OR TRANSFER**". If Licensor fails to deliver to Licensee a written approval or disapproval within such five (5) day period following Licensor's receipt of such Second Notice, Licensor's consent shall be deemed granted so long as the Initial Notice and the Second Notice was sent by (i) electronic mail to all of the individual Licensor addressees listed in Section 17 (Notices) and (ii) simultaneously delivered by (A) recognized overnight delivery service or (B) personal delivery to Scott Ochoa and Ruben Duran at the addresses set forth in Section 17 (Notices).

(b) Licensor may sell, assign or transfer its rights or interest in this Agreement without the prior written consent of Licensee. Upon any such sale, assignment or transfer, other than merely as security, Licensee agrees to look solely to the assignee or transferee for the performance of all Licensor's obligations under this Agreement and Licensor shall be released from any further obligations hereunder.

11. Insurance.

11.1. Licensee agrees to purchase (or cause the purchase of) all required insurance at Licensee's expense and to deposit with the Licensor certificates of insurance, including all endorsements required herein, necessary to satisfy the Licensor that the insurance provisions of this Agreement have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the Licensor during the entire Term of this Agreement. The Licensor reserves the right to request the declarations pages showing all endorsements and a complete certified copy of the policy.

11.2. Licensee shall use commercially reasonable efforts to ensure that any Contractor (as defined below), architects, engineers, and other licensed professionals (collectively, hereinafter referred to as "Insured Parties") performing work on behalf of Licensee pursuant to this Agreement shall maintain insurance subject to the terms and conditions as set forth herein unless such Insured Parties are covered under Licensee's insurance. Licensee shall not allow any Insured Parties to commence work until the insurance requirements have been satisfied. It is the obligation of the Licensee to provide notice of the insurance requirements to all Insured Parties and to obtain evidence of insurance prior to allowing any Insured Parties to commence work. Evidence of insurance must be maintained by Licensee through the entirety of this Agreement for inspection by Licensor at any reasonable time upon advance written notice.

11.3. Licensee will require Builders Risk insurance for new construction. The Builders Risk policy shall be written on a Special Causes of Loss Form with the exclusion of earthquake and flood. The limit of insurance shall be 100% of the completed project value with no coinsurance and replacement cost valuation.

11.4. All self-insured retentions ("SIR(s)") or deductibles shall be clearly stated on the certificate of insurance. If no deductibles or SIRs apply, indicate this on the certificate of insurance with a zero (0) by the appropriate line of coverage. Any deductible or self-insured retention (SIR) in an amount in excess of $25,000 ($5,000 for automobile liability) carried by Licensee, shall specifically be approved by the City Risk Manager. Licensee shall be responsible for reimbursement of any deductible to the insurer. Upon notice of any actual or alleged claim or loss arising out of Insured Parties work hereunder, such Insured Party shall immediately satisfy in full the SIR provisions of the policy in order to trigger coverage for the Licensee and additional insureds.

11.5. Terms & Conditions Applicable to Licensee and All Insured Parties.

(a) Qualified Insurer.

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

(2) If the Licensee's insurance carrier is not an admitted carrier in the State of California and does not have an A.M. Best rating of A:VII, the City Risk Manager retains the right to approve or reject a carrier after a review of the company's performance and financial

ratings. Licensee is responsible to enforce this requirement with the Insured Parties.

(3) The policy or policies of insurance maintained by the Licensee shall provide the minimum limits and coverage that are the greater of the limits and coverage as set forth below:

Coverages	Minimum Limits
Commercial General Liability	$1,000,000 per occurrence $2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles (if applicable)	$1,000,000 limit per occurrence
Workers' Compensation (if applicable)	Statutory Minimum
Employers' Liability Insurance (if applicable)	$1,000,000 per occurrence

(4) The policy or policies of insurance maintained by the general contractor ("Contractor") (to the extent not covered by the policy or policies of insurance maintained by Licensee) shall provide the minimum limits and coverage as set forth below:

Coverages	Minimum Limits
Commercial General Liability	$1,000,000 per occurrence $2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 limit per occurrence
Workers' Compensation	Statutory Minimum
Employers' Liability Insurance	$1,000,000 per occurrence
Builders Risk for New Construction	Completed Improvements value

(5) The policy or policies of insurance maintained by architects, engineers, and other licensed professionals (to the extent not covered by the policy or policies of insurance maintained by Licensee) shall provide the minimum limits and coverage as set forth below for a period of 3 years following completion of the contact

Coverages	Minimum Limits
Professional Liability For Architects	$2,000,000 per claim or occurrence $3,000,000 aggregate
Professional Liability for Structural Engineer and Others	$1,000,000 per claim or occurrence $2,000,000 aggregate
Workers' Compensation	Statutory Minimum
Employers' Liability Insurance	$1,000,000 per occurrence

(b) Commercial General Liability.

(1) Licensee and Contractor (to the extent not covered by Licensee's insurance policy) shall take out and maintain, during this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the Licensor.

(2) Coverage for Commercial General Liability insurance shall be at least as broad as the following: Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent. Commercial General Liability Insurance must include coverage for the following:

(i) Bodily Injury and Property Damage

(ii) Personal Injury/Advertising Injury

(iii) Premises/Operations Liability

(iv) Products/Completed Operations Liability

(v) Aggregate Limits that Apply per Project

(vi) Explosion, Collapse and Underground (UCX) exclusion deleted

(vii) Contractual Liability with respect to this Contract

(viii) Broad Form Property Damage

(ix) Independent Consultants Coverage

(3) The policy shall contain no endorsements or provisions limiting coverage for (i) contractual liability; (ii) cross liability exclusion for claims or suits by one insured against another; (iii) products/completed operations liability; or (iv) contain any other exclusion contrary to this Agreement.

(4) The policy shall give Licensor, the City Council and each member of the City Council, its officers, employees, agents and City of Ontario designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage. The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City Risk Manager, and provided that such deductibles shall not apply to the City of Ontario as an additional insured.

(5) The Business Auto Liability coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage.

(c) Required Endorsements. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the certificate of insurance:

(1) The additional insured endorsement(s) listed in subsection (b)(4), above.

(2) 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 Licensee or any of the Insured Parties from liability in excess of such coverage, nor shall it limit any indemnification obligations to the Licensor and shall not preclude the Licensor from taking such other actions available to the Licensor under other provisions of this Agreement or applicable laws.

(3) The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the City of Ontario and members of the City Council, its elected and appointed officials, officers, employees and agents.

(4) All insurance policies required by this Agreement shall waive all rights of subrogation against the City of Ontario and members of the City Council, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

(5) The Commercial General Liability policy shall contain a severability of interests clause (standard in the ISO CG 001 policy).

(d) 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.

11.6. Terms & Conditions Specific to Licensee.

(a) Licensee shall notify Licensor in writing prior to any lapse of insurance coverage and provide a copy of the cancellation notice to Licensor and adhere to this Section 11.

(b) Intentionally omitted.

(c) The Licensee is granted the option of procuring insurance under a single policy or by a combination of underlying policies with the balance provided by an Excess or Umbrella policy with Follow Form coverage to the total per occurrence and aggregate limits required under this Agreement.

(d) Licensor will have the right, but not the obligation of prohibiting the Licensee from entering the License Area until such evidence of insurance has been submitted to the Licensor.

(e) Failure of Licensor to demand delivery of or identify deficiency with such evidence of insurance shall not be construed as a waiver of Licensee's obligations under this Section.

(f) By requiring insurance, the Licensor does not represent that coverage and limits will necessarily be adequate to protect the Licensee. Insurance procured by the Licensee will not reduce or limit the Licensee's contractual obligations.

(g) Licensee shall not be relieved of its responsibility for any and all loss, damage or liability stemming from any risk or exposure that is not insured, or not covered within any deductibles or self-insured retentions, or not covered as a result of policy exclusions or limitations.

(h) Insurance certificates should be forwarded to:

City of Ontario
303 East "B" Street
Ontario, CA 91764
Attn: Risk Manager, Human Resources/Risk Management Agency

With a copy to:

Ruben Duran, City Attorney
Best Best & Krieger, LLP
2855 E Guasti Road
Ontario, CA 91761

(i) Licensor expressly retains the right to request a change in insurance requirements if in the reasonable judgment of the City's Risk Manager it is the general commercial practice in the City of Ontario to carry such insurance and/or in the requested insurance limits for the subject activities taking into consideration the risks associated with such uses of the License Area or Kiosks, so long as any insurance required is available from recognized carriers. If so requested, Licensee and Licensor will strive to mutually agree to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement and any increase or decrease in insurance will be as deemed by City of Ontario's Risk Manager as appropriate to adequately protect Licensor.

(j) Following mutual agreement, Licensee will then deposit copies of acceptable certificates of insurance and endorsements with Licensor incorporating such changes within thirty (30) days of procuring such revised insurance.

(k) The procuring of such required policy or policies of insurance shall not be construed to limit Licensee's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

12. Indemnification of Licensor. Licensee shall be solely responsible for, and shall indemnify, defend (by counsel acceptable to the Indemnified Parties (as defined below) in question) and hold Licensor and its affiliates, partners, trustees, officers, directors, agents, employees and any other person acting for or on behalf of Licensor (collectively, the "Indemnified Parties") harmless from and against any and all costs, expenses, claims, losses, damages, causes of action, judgments, settlements and liability (including reasonable attorneys' fees, disbursements and costs) which may arise directly or indirectly by reason of (i) any occurrence attributable to or arising out of any act, omission or failure of Licensee's or any employee, director, contractor, agent, client, sub-licensee, occupant, invitee or guest of Licensee (collectively, "Agents"), including the failure to observe or perform any obligation of Licensee under this Agreement (including failure to surrender the Kiosks upon the expiration or earlier termination of this Agreement); (ii) Licensee's or its Agents entry upon and access to the License Area; (iii) the release and/or transportation of any Hazardous Materials; (iv) any accident or other occurrence in or about the License Area or that arise from the use, occupancy, management, repair, or maintenance of the Kiosks, or any portion thereof, except to the extent caused by the gross negligence or willful misconduct of Licensor; and/or (v) the installation, presence, operation, maintenance, repair and removal of any personal property, trade fixtures, and equipment of Licensee or its sub-licensees and occupants; including, without limitation, any claim or cause of action for injury to or death of any person or damage to any property or business arising out of any such occurrence described above or any other loss or injury arising out of the installation, operation, maintenance or removal of such personal property or improvements. The provisions of this Section shall survive the expiration and termination of this Agreement.

13. Default; Remedies. If Licensee fails to perform or observe any covenant to be performed or observed by Licensee under this Agreement and Licensee shall fail to remedy the same within (i) ten (10) days with respect to a monetary covenant and (ii) thirty (30) days with respect to a non-monetary covenant after notice from Licensor to Licensee specifying such neglect or failure, Licensor shall have, in addition to any other remedy available hereunder, at law or in equity, the right to immediately revoke and terminate this Agreement upon notice to Licensee, and this Agreement shall forthwith be revoked and terminated. Upon such revocation and termination, Licensee shall remove all personal property, trade fixtures, and equipment of Licensee or its sub-licensees and occupants and the provisions of Section 5 (Surrender) regarding surrender shall be applicable. Licensee agrees to pay to Licensor the amount of all reasonable legal fees and expenses incurred by Licensor arising out of or resulting from any breach by Licensee of its obligations hereunder.

14. Additional Termination Rights. Licensor shall have the right to terminate this Agreement in the event Licensee and any of its sub-licensees and occupants cease operation of the

Kiosks for a period of six (6) consecutive months after written notice from Licensor to Licensee, subject to Force Majeure Events (as defined in the Ground Lease) and excluding cessation of operations due to changes affecting the broader economy or capital, financial, credit, or securities markets.

15. Exculpation. Notwithstanding anything to the contrary contained herein, no member, officer, partner, shareholder, director, board member, agent, or employee of either party will be personally liable to the other party, and no party will have recourse against any of the foregoing, in an event of default by such party or for any amount which may become due to the other party or on any obligations under the terms of this Agreement or any claim based upon this Agreement.

16. No Joint Venture. This Agreement shall not create a partnership, joint venture or landlord/tenant relationship between Licensor and Licensee. It is specifically understood that this Agreement is not a lease or a sublease.

17. Notices. Any notice which may be given or required to be given hereunder shall be in writing and sent by United States certified mail, postage prepaid, or by overnight courier service, and addressed to the other party at the following address:

Licensee: OTC Lot A Owner, LLC
388 Cordova Street, #280
Pasadena, California 91101
Attention: Patrick Chraghchian & Robert Montano

With a copy to:

Willkie Farr & Gallagher LLP
2029 Century Park East
Los Angeles, California 90067
Attention: Misty M. Sanford, Esq.
Email: msanford@willkie.com

Licensor: City of Ontario
303 East "B" Street
Ontario, California 91764
Attention: City Manager; Scott Ochoa

with a copy to:

Best Best & Krieger, LLP
2855 E Guasti Road
Ontario, CA 91761
Attention: Ruben Duran (City Attorney)
Email: ruben.duran@bbklaw.com

Either party may, at any time, change its address for the above purposes by sending a notice to the other party stating the change and setting forth the new address.

18. CONDITION OF THE LICENSE AREA. LICENSEE ACKNOWLEDGES AND AGREES THAT IT IS LICENSING PORTIONS OF THE LICENSE AREA WHERE THE KIOSKS WILL BE BUILT "AS IS, WHERE IS" AND "WITH ALL FAULTS". NEITHER LICENSOR NOR LICENSOR'S AGENTS HAVE MADE ANY REPRESENTATIONS OR PROMISES WITH RESPECT TO THE PHYSICAL CONDITION OF THE LICENSE AREA, THE RENTS, LEASES, EXPENSES OF OPERATION OR ANY OTHER MATTER OR THING AFFECTING OR RELATED TO THE LICENSE AREA AND/OR KIOSKS AND NO RIGHTS OR EASEMENTS LICENSES ARE ACQUIRED BY LICENSEE BY IMPLICATION OR OTHERWISE. ALL UNDERSTANDINGS AND AGREEMENTS HERETOFORE MADE BETWEEN THE PARTIES HERETO ARE MERGED IN THIS CONTRACT, WHICH ALONE FULLY AND COMPLETELY EXPRESSES THE AGREEMENT BETWEEN LICENSOR AND LICENSEE, AND ANY EXECUTORY AGREEMENT HEREAFTER MADE SHALL BE INEFFECTIVE TO CHANGE, MODIFY, DISCHARGE, WAIVE OR EFFECT AN ABANDONMENT OF IT IN WHOLE OR IN PART, UNLESS SUCH EXECUTORY AGREEMENT IS IN WRITING AND SIGNED BY THE PARTY AGAINST WHOM ENFORCEMENT OF THE CHANGE, MODIFICATION, DISCHARGE, WAIVER OR ABANDONMENT IS SOUGHT.

19. Estoppel Certificate. At any time and from time to time, within ten (10) business days after written request by either Licensor or Licensee (the "requesting party"), the other party (the "responding party") shall execute and deliver an estoppel certificate addressed to the requesting party, and/or to such other beneficiary (as described below) as the requesting party shall request, certifying (i) that this Agreement is in full force and effect, if such be the case, (ii) that this Agreement is unmodified, or, if there have been modifications, identifying the same, (iii) that, to the actual knowledge of the responding party without any duty to investigate, there are no then existing and uncured defaults under the Agreement by either Licensor or Licensee, or, if any such defaults are known, identifying the same, and (iv) any other factual matters (which shall be limited to the actual knowledge of the responding party without any duty to investigate) as may be reasonably requested by the requesting party. Such certificate may designate as the beneficiary thereof the requesting party, and/or any third party having a reasonable need for such a certificate (such as, but not limited to, a prospective purchaser, transferee, or lender).

20. Nondiscrimination. Licensee covenants and agrees for itself, its successors, its assigns and every successor in interest to Licensee's interest in this Agreement, that there shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the License Area and/or Kiosks nor shall Licensee itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, sub-licensees or vendees of the Kiosks.

Licensee covenants and agrees for itself, its successors, its assigns and every successor in interest to Licensee's interest in this Agreement, that Licensee shall refrain from restricting the rental, sale, lease or sub-license of the Kiosks on the basis of the race, color, creed, religion, sex, marital status, national origin or ancestry of any person. Licensee covenants and agrees for itself, its successors, its assigns and every successor in interest to Licensee's interest in this Agreement, that all deeds, leases or contracts entered into relating to the sale, transfer, leasing or sub-licensing of the Kiosks or any interest therein shall contain or be subject to substantially the following nondiscrimination

or nonsegregation clauses:

(a) In deeds: "The grantee herein covenants by and for itself, its successors, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, license, sub-license, sub-sub-license, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, licensees, sub-licensees, sub-sub-licensees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(b) In leases: "The lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the leasing, subleasing, renting, transferring, licensing, sub-licensing, sub-sub-licensing, use, occupancy, tenure or enjoyment of the land herein leased, nor shall lessee itself, or any person claiming under or through it, establish or permit such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, licensees, sub-licensees, sub-sub-licensees, or vendees in the land herein leased."

(c) In contracts entered into relating to the sale, transfer, leasing, licensing, sub-licensing, or sub-sub-licensing of land or any interest therein: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, license, sub-license, sub-sub-license, use, occupancy, tenure or enjoyment of the land, nor shall the transferee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, licensees, sub-licensees, sub-sub-licensees, or vendees of the land."

21. Miscellaneous.

(a) This Agreement and the Ground Lease embodies the entire agreement between the parties with respect to the subject matter hereof and shall supersede all prior offers, negotiations and agreements, and in the event of any conflict between terms and conditions of this Agreement and the Ground Lease, the terms and conditions of this Agreement shall control. This Agreement may be modified only in writing, signed by Licensor and Licensee.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflict of laws principles thereof.

(c) This Agreement shall extend to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

(d) Licensor and Licensee each represent that they had no dealings with any real estate broker, finder or other person, with respect to this Agreement in any manner. Each

party agrees to indemnify and hold harmless the other against and from any claim or demand for any brokerage commission or other fees, and all costs, claims, expenses and liabilities in connection therewith (including, without limitation, attorneys' fees, disbursements and actual costs), arising out of any purported or actual dealings with any such broker.

(e) The submission of this Agreement to Licensee shall not be construed as an offer, nor shall Licensee have any rights with respect hereto, unless and until both parties shall execute and deliver a copy of this Agreement to the other party.

(f) The paragraph headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

(g) In any action or proceeding brought to enforce or interpret any provision of this Agreement, the prevailing party in such action shall be entitled to recover its reasonable costs and expenses, including without limitation court costs and attorneys' fees actually and reasonably incurred, as awarded by a court of competent jurisdiction. This Section shall survive the termination of Agreement.

(h) If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law; provided, that, the invalid or unenforceable term or provision shall be deemed replaced to the extent necessary by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the parties with respect to such invalid or unenforceable term or provision.

(i) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. A signed copy of this Agreement transmitted by facsimile, email, DocuSign or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes and shall create a binding document.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement as of the date first written above.

LICENSEE:

OTC LOT A OWNER, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

LICENSOR:

CITY OF ONTARIO

By: _____
Name: Scott Ochoa
Title: City Manager

ATTEST:

_____
City Clerk, Ontario

APPROVED AS TO FORM:

_____
Susan Apy, Special Counsel

CONSENT

OTC Lot B Owner, LLC, OTC Lot C Owner, LLC, and OTC Lot D Owner, LLC each joins in the execution of this Agreement solely for the purpose of: (1) consenting to the grant of the License to Licensee and (2) acknowledging and agreeing that, as described in Section 4.2.2 of the Ground Lease, Licensee has exercised the option for all Kiosks contemplated by the Ground Lease in the Public Plaza on a "first come first served" basis, and no other ground tenant or owner of the other Lots (as defined in the Ground Lease), including OTC Lot B Owner, LLC, OTC Lot C Owner, LLC, and OTC Lot D Owner, LLC, shall have the right or ability to exercise the option for kiosks in the Public Plaza.

Date: August [__], 2024

OTC LOT B OWNER, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

OTC LOT C OWNER, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

OTC LOT D OWNER, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF LOT A

That portion of land lying within Parcel 1 of Parcel Map No. 17978, in the City of Ontario, County of San Bernardino, State of California, as per map filed in Book 216, Pages 44 and 45 of Parcel Maps, records of said county, more particularly described as follows:

BEGINNING at the northwesterly terminus of that certain course shown along the southeasterly line of said Parcel 1 as "N33°23'13" E 516.65'";

Thence southwesterly along said southeasterly line, South 33°23'13" West a distance of 479.18 feet;

Thence leaving said southeasterly line, South 63°16'30" West a distance of 36.68 feet;

Thence South 89°54'52" West a distance of 362.10 feet to the beginning of a non-tangent curve, concave northwesterly, having a radius of 491.74 feet, a radial bearing to said curve bears South 72°45'50" East;

Thence northeasterly along said curve, a distance of 86.84 feet through a central angle of 10°07'05";

Thence non-tangent to said curve, North 17°43'54" West a distance of 36.09 feet to the beginning of a non-tangent curve, concave northeasterly, having a radius of 168.73 feet, a radial bearing to said curve bears South 72°54'37" West;

Thence northerly along said curve, a distance of 53.66 feet through a central angle of 18°13'22";

Thence non-tangent to said curve, North 03°47'16" East, a distance of 44.47 feet;

Thence North 79°39'21" West, a distance of 13.17 feet to a beginning of a non-tangent curve, concave westerly having a radius of 125.07 feet, a radial bearing to said curve bears South 81°26'03" East;

Thence northerly along said curve, a distance of 86.32 feet through a central angle of 39°32'39", to the beginning of a reverse curve, concave northeasterly, having a radius of 268.72 feet, a radial bearing to said curve bears North 59° 01' 18" East;

Thence northwesterly along said reverse curve, a distance of 25.50 feet through a central angle of 05°26'15", to the beginning of a non-tangent curve, concave northeasterly, having a radius of 109.35 feet, a radial bearing to said curve bears South 67°02'24" West;

Thence northwesterly along said curve a distance of 29.64 feet through a central angle of 15°31'56";

Thence North 07°25’40” West a distance of 30.09 feet to the beginning of a non-tangent curve, concave southeasterly, having a radius of 50.51 feet; a radial bearing to said curve bears South 79°55’53” West;

Thence northerly and northeasterly along said curve a distance of 89.18 feet through a central angle of 101°09’41”;

Thence non-tangent to said curve, North 00°24’32” East a distance of 19.27 feet to the northerly line of said Parcel 1;

Thence easterly along said northerly line, North 89°22’30” East, a distance of 424.99 feet to the beginning of a tangent curve, concave northerly, having a radius of 470.50 feet;

Thence easterly along said curve a distance of 69.53 feet through a central angle of 08°28’01”;

Thence continuing along said northerly line, North 89°09’29” East, a distance of 100.00 feet to the beginning of a tangent curve, concave southerly, having a radius of 429.50 feet;

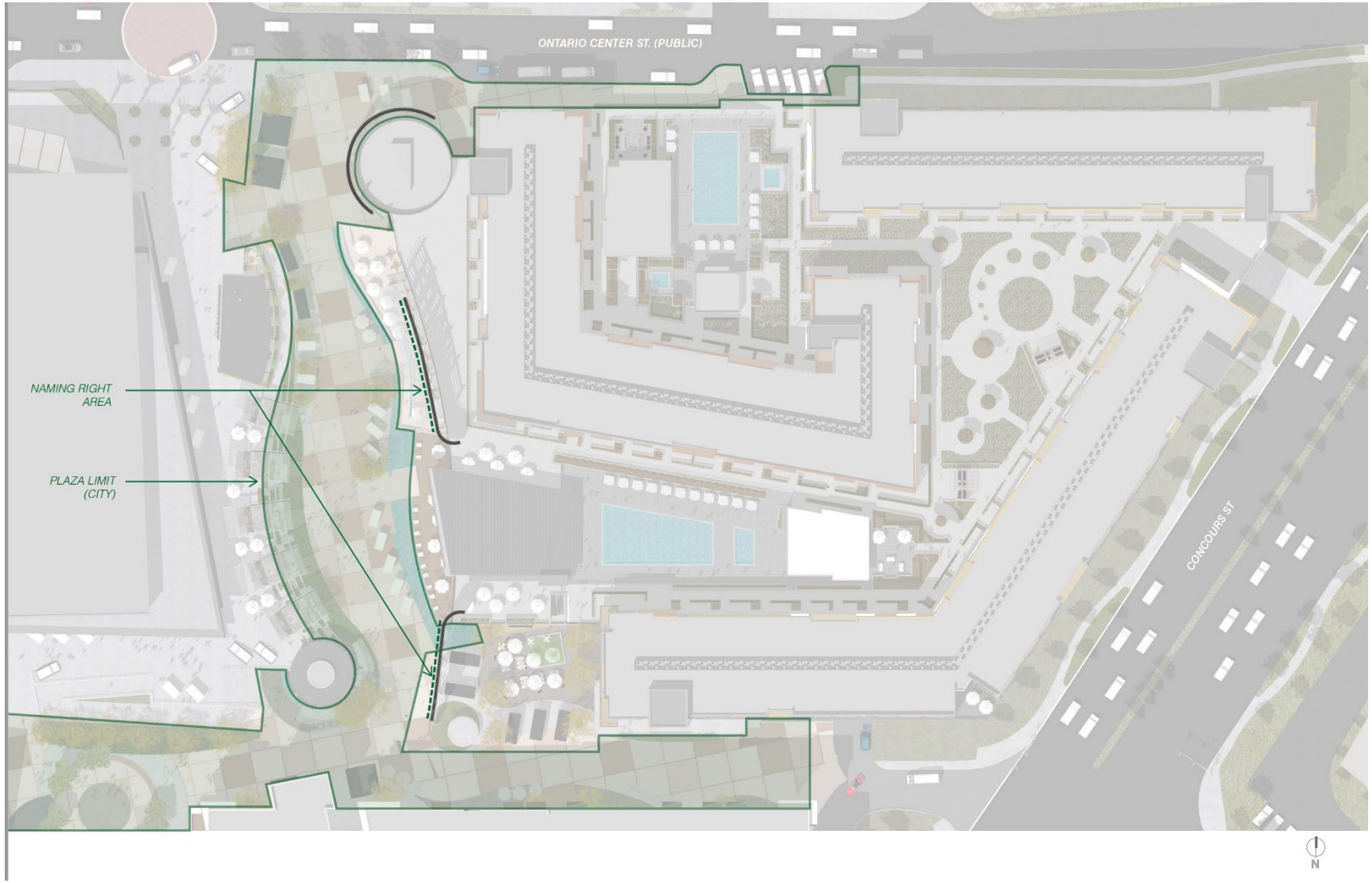
Thence easterly along said curve, a distance of 37.57 feet through a central angle of 05°00’43” to the most Northerly, Northeasterly corner of said Parcel 1;

Thence radial to said curve along the Northeasterly line of said parcel 1, South 02°49’48” East a distance of 10.50 feet;

Thence South 27°54’22” East a distance of 57.11 feet to the **POINT OF BEGINNING.**

EXHIBIT B

DEPICTION OF PUBLIC PLAZA AREA



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING A KIOSK LICENSE AGREEMENT BETWEEN THE CITY AND OTC LOT A OWNER GRANTING A LICENSE TO USE CERTAIN LOCATIONS WITHIN AN AREA IMMEDIATELY ADJACENT TO THE EVENTS CENTER TO, AMONG OTHER THINGS, CONSTRUCT AND OPERATE KIOSKS AND MAKING CERTAIN CEQA FINDINGS IN CONNECTION THEREWITH.

WHEREAS, the City of Ontario is the fee interest owner of certain real property, identified with Assessor's Parcel Number 0210-205-01-0000, located at 4000 East Ontario Center Parkway, Ontario, CA, consisting of approximately 25.7 gross acres of land, (the "City Property"), which contains certain improvements, including a sports and entertainment arena with related office space for administrative use (the "Events Center"), commonly known as the Toyota Arena, which is situated on and generally within center point of the City Property, and presently with parking lots for use associated with the Events Center; and

WHEREAS, the City desires to design and construct certain improvements outside along the east side of the Events Center to create a public plaza or paseo (the "Plaza Area") that will contain retail and concession kiosks ("Kiosks"), outside furniture, and outdoor entertainment space for use by the residents of Ontario and the regional community; and

WHEREAS, the City has entered into a Ground Lease with OTC LOT A OWNER, LLC, a Delaware limited liability company ("OTC Lot A Owner"), whereby OTC Lot A Owner will design, plan, and construct a development on a lot located on the east side of the Events Center ("Ground Lease"); and

WHEREAS, as contemplated by Section 4.2.2 of the Ground Lease, the City and OTC Lot A Owner have negotiated a draft Kiosk License Agreement to grant OTC Lot A Owner a license to use certain locations within the Plaza Area to construct, operate, manage, and maintain the Kiosks ("Kiosk License Agreement"), subject to and in accordance with all of the terms and conditions set forth in the Kiosk License Agreement; and

WHEREAS, pursuant to the California Environmental Quality Act (Public Resource Code §§ 21000 *et seq.*) ("CEQA"), and the State CEQA Guidelines (14 Cal. Code Regs. §§ 15000 *et seq.*), the Kiosk License Agreement is exempt from CEQA pursuant to CEQA Guidelines Section 15311 (Class 11) Accessory Structures as construction and operation of the Kiosks pursuant to the Kiosk License Agreement consists of the construction, or replacement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities. None of the following exceptions to categorical exemption set forth in CEQA Guidelines Section 15300.2 apply:

"(a) Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located--a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply in all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

(b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

(c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

(d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

(e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

(f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource."

NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF ONTARIO DOES HEREBY RESOLVE AND DECLARE AS FOLLOWS:

SECTION 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. Finding of Categorical Exemption. Based on substantial evidence set forth in the record, including but not limited to, all information (including all written and oral evidence) presented to the City Council, the City Council hereby finds that the construction and operation of the Kiosks pursuant to the Kiosk License Agreement is categorically exempt from further CEQA review pursuant to CEQA Guidelines Section 15311 (Class 11 Accessory Structures).

SECTION 3. Finding of No Exception to Categorical Exemption. Based on substantial evidence set forth in the record, including but not limited to, all information (including all written and oral evidence) presented to the City Council, the City Council hereby finds that the construction and operation of the Kiosks pursuant to the Kiosk License Agreement is not subject to any of the exceptions to categorical exemption set forth in CEQA Guidelines Section 15300.2.

SECTION 4. Approval of Amendment to the Kiosk License Agreement. The City Council hereby approves the Kiosk License Agreement in substantially the form attached hereto as Exhibit A, subject to any non-substantive revisions which do not increase the City's liability and are approved by the City Attorney, and authorizes the City Manager to sign and enter into the Kiosk License Agreement and perform the obligations of the City under the Kiosk License Agreement.

SECTION 5. Notice of Exemption. The City Manager, or designee, is hereby directed to file a Notice of Exemption for the Kiosk License Agreement under CEQA.

SECTION 6. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City declares that the City would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

SECTION 7. Effective Date. This Resolution shall become effective immediately upon its adoption.

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

PASSED, APPROVED, AND ADOPTED this 20th day of August, 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 August 20, 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 August 20, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

Exhibit A
KIOSK LICENSE AGREEMENT
[behind this page]

CITY OF ONTARIO *Agenda Report* **August 20, 2024**	**SECTION:** **PUBLIC HEARINGS**
Department: Planning Prepared By: Edmelynne V Hutter Department: Prepared By: Edmelynne V Hutter Staff Member Presenting: Scott Murphy, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 25

SUBJECT: **A PUBLIC HEARING TO CONSIDER CERTIFICATION OF THE ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 2023020281), INCLUDING THE ADOPTION OF A MITIGATION MONITORING AND REPORTING PROGRAM AND A STATEMENT OF OVERRIDING CONSIDERATIONS, IN CONJUNCTION WITH A SPECIFIC PLAN (FILE NO. PSP22-001 - EUCLID MIXED USE SPECIFIC PLAN)**

RECOMMENDATION: That the City Council take the following actions:

A. Consider and adopt a Resolution certifying the Environmental Impact Report (State Clearinghouse No. 2023020281) prepared for the Euclid Mixed Use Specific Plan, File No. PSP22-001, which includes a Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program; and
B. Introduce and waive further reading of an Ordinance approving the Euclid Mixed Use Specific Plan (File No. PSP22-001).

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)
Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

FISCAL IMPACT: Adoption of the Euclid Mixed Use Specific Plan (EMUSP) would result in both short- and long-term fiscal impacts to the City. Short-term impacts include infrastructure improvements to serve the new Business Park and Mixed-Use development. The cost of these improvements is included in the Nexus Study and Development Impact Fees previously adopted by the City Council. The developer will be required to install improvements or pay the Development Impact Fees ("DIF") associated with the various improvements. Long-term fiscal impacts include the ongoing operations and maintenance services (police, fire, maintenance, etc.) necessary to serve the new development. While the development will result in potential increased property tax revenue, the

increase is not sufficient to cover the cost of services associated with the project. To address the shortfall, the developer will be required to form and/or join a Community Facilities District ("CFD") to cover the additional public service costs. No Original Model Colony dollars will be used to fund this Ontario Ranch development.

BACKGROUND & ANALYSIS: The Ontario Plan 2050 (TOP 2050) Policy Plan (General Plan) provides the basic framework for development within the 8,200-acre area commonly referred to as Ontario Ranch. The Policy Plan requires City Council approval of a Specific Plan for new developments within Ontario Ranch, to ensure that sufficient land area is included to achieve cohesive, unified districts and neighborhoods. Additionally, a Specific Plan is required to incorporate a development framework that details land use, circulation, infrastructure improvements (such as drainage, sewer, and water facilities), provision for public services, and urban and design landscape standards.

The Euclid Mixed Use Specific Plan (EMUSP) area is 84 acres in size and bordered by Schaefer Avenue to the north, Sultana Avenue to the east, Edison Avenue to the south and Euclid Avenue to the west.

The EMUSP establishes a comprehensive set of design guidelines and development regulations to guide and regulate site planning, landscape, and architectural character, and ensuring that excellence in community design is achieved during Project development. The EMUSP establishes the procedures and requirements to approve new development within the Project site to ensure the Policy Plan goals and policies are achieved.

Land Use Plan - The EMUSP consists of five Planning Areas that will accommodate business park, light industrial, commercial, office and residential uses. The Land Use Plan implements the vision of TOP 2050 by providing opportunities for employment in warehousing, research and development, service, professional office, and supporting retail at intensities designed to meet the demand of current and future market conditions.

The EMUSP land use intensity anticipated in the five proposed planning areas (see Exhibit B: Land Use Plan) is consistent with TOP 2050. The EMUSP proposes a maximum 0.6 Floor-Area Ratio (FAR) within the Business Park land use district (Planning Areas 1, 2A and 2B); and 1.5 FAR for office uses, 1.0 FAR for retail uses and 35 DU/AC for residential uses within the Mixed-Use land use district (Planning Areas 3A and 3B). The proposed overall FARs and residential density for the EMUSP are consistent with the TOP 2050 Policy Plan Land Use designations for Business Park and Mixed Use – Great Park.

The EMUSP proposes the potential development of up to 1,676,886 square feet of business park, office and retail development, and 466 dwelling units. Planning Areas 1 and 2 are approximately 53.06 acres in size and can potentially be developed with 1,386,776 square feet of business park space. Planning Area 3 is approximately 19.03 acres in size and is anticipated to be developed with up to 290,110 square feet of office and retail space, and 466 dwelling units. Planning Areas 4 and 5 are 6.28 acres and 5.73 acres both include the extension of existing Southern California Edison transmission lines and are designated as non-recreational open space.

Design Guidelines - The design theme and concept for the project was created to ensure a high-

quality, attractive and cohesive design structure for the EMUSP. The guidelines provide the following objectives for all future development within the EMUSP area.

- Demonstrates high-quality development that complements and integrates into the community and adds value to the City.
- Creates a functional and sustainable place that ensures EMUSP is competitive regionally and appropriate in the Ontario Ranch community.
- Illustrates the distinctive characteristics of the three land use districts: Business Park, Mixed Use and Open Space – Nonrecreational.
- Establishes criteria for building design and materials, landscape design, and site design that provide guidance to developers, buildings, architects, landscape architects, and other professionals preparing plans for construction.
- Provides guidance to City staff and the Planning Commission in the review and evaluation of future development projects in the EMUSP area.
- Incorporates construction and landscape design standards that promote energy and water conservation strategies.
- Implements the goals and policies of TOP 2050 and the intent of the Ontario Development Code.

The Design Guidelines have been established to promote high-quality architecture as required by the Ontario Development Code and TOP 2050. The proposed architectural theme of the EMUSP incorporates a Contemporary Architectural style, and the planning areas will be designed to be compatible with and complement one another. The EMUSP provides examples of the type of business park and mixed-use concepts that are envisioned to be constructed within the Specific Plan.

The EMUSP requires all buildings to be designed to highlight the primary entryways by incorporating special materials, visual relief, massing and shading. Additionally, the facades that front onto a public street must incorporate vertical and horizontal articulation and material changes that will assist in enhancing these elevations and providing visual interest from the public view.

Circulation Concept - The circulation plan reinforces the objective of moving vehicles, pedestrians, cyclists, and public transit safely and efficiently through and around the Project and establishes the hierarchy and general location of roadways in and around the project boundary.

Future traffic signals are planned at the following intersections.

- Schaefer & Sultana (future) Avenues
- Edison & Sultana (future) Avenues
- Schaefer Avenue – between Euclid and Sultana Avenues
- Edison Avenue – between Euclid and Sultana Avenues
- Euclid Avenue – between Schaefer and Edison Avenues

Primary access to developments within the EMUSP area will be provided along the perimeter streets of Schaefer, Sultana (future), Edison and Euclid Avenues. Final right-of-way section

improvements along these streets are provided in the EMUSP and are consistent with the City's Master Plan of Streets. Euclid Avenue right-of-way will be 200 feet wide, while Edison Avenue will be 160 feet wide. Euclid and Edison Avenues will have 4 lanes in each direction, with raised medians that are 66 FT-wide and 26 FT-wide, respectively. Schaefer Avenue is planned to be 108 feet wide with 2 lanes in each direction, and no raised median. Sultana Avenue is categorized as a local industrial street with 66 feet wide right-of-way.

Each street will include a parkway, sidewalk and landscape buffer. Euclid, Edison and Schaefer Avenues will also be designed with a multi-purpose trail within the neighborhood edge, however the trail on Edison Avenue is planned on the south side of the street and will be addressed in a different specific plan.

Landscaping - The landscape design theme for EMUSP encourages durable landscape materials and designs that enhance the aesthetics of the structures, create and define public and private spaces, and provide shade and environmental benefits. Table 5.1 in the EMUSP establishes a base palette and includes a variety of groundcovers, shrubs, ornamental grasses, and evergreen and deciduous trees. The selection complements the design theme of the EMUSP area and features water-efficient, drought-tolerant species native to the region. Similar plant materials may be substituted for the species listed in Table 5.1 – Plant Palette if the alternative plans are climate appropriate and enhance the thematic setting.

The minimum landscape coverage required for both Business Park and Mixed-use land use districts is 10 percent. As illustrated in Section 5.13 – Streetscapes of the Specific Plan, Euclid Avenue will be required to provide a 50-foot-wide neighborhood edge (15-foot-wide parkway plus an additional 35-foot-wide landscape buffer). Edison and Schaefer Avenues will be required to provide a 23-foot-wide landscape buffer. Sultana will be designed with a nine-foot-wide parkway that includes a five-foot-wide sidewalk and a four-foot-wide landscape area adjacent to the curb.

Infrastructure and Services – The backbone infrastructure to serve all areas of the EMUSP will be installed by the developers in accordance with the Ontario Ranch Master Plans for streets, water (including recycled water), sewer, storm drain, and fiber optic facilities. Natural gas will be provided by Southern California Gas Company and electricity by Southern California Edison ("SCE"). Development of the Project requires that the developer install all infrastructure necessary to serve the Project as a standalone development, with phasing and ultimate details to be reviewed and approved via the Development Agreement (File No. PDA23-004).

Specific Plan Phasing – Development phasing within the EMUSP will be determined by the developer, based upon the real estate market conditions, infrastructure extensions, and associated Development Agreements. The EMUSP provides a Conceptual Phasing Plan and anticipated development to occur in at least two phases (see Exhibit E: Conceptual Phasing Plan). The Applicant is an interest holder of the Phase 1 area, and therefore is pursuing the associated proposed Tentative Parcel Map (File No. PMTT23-005) and Development Plan (File No. PDEV23-011) applications that the Planning Commission considered at a public hearing on July 23, 2024, and voted (6-0) to approve. The properties within the Phase 2 area are under different ownerships and no development is currently proposed for these properties.

Signage – The Euclid Mixed Use Specific Plan requires that signage within the Specific Plan area adhere to Section 5.2.2.5 (Signage) of the Euclid Mixed Use Specific Plan and comply with Chapter 8 (Sign Regulations) of the Development Code.

COMPLIANCE WITH THE ONTARIO PLAN: The proposed Project is consistent with the principles, goals and policies contained within the Vision, Governance, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan 2050.

The California Government Code (Title 7, Division 1, Chapter 3, Article 8, Section 65450-65457) permits the adoption and administration of specific plans as an implementation tool for elements contained in the local General Plan. Specific plans must demonstrate consistency in regulations, guidelines, and programs, with the goals and policies set forth in the General Plan. The EMUSP has been prepared in conformance with the goals and policies of the Policy Plan (General Plan) component of The Ontario Plan 2050. The policy analysis in Chapter 7 of the Specific Plan describes the manner in which the EMUSP complies with the Policy Plan goals and policies.

HOUSING ELEMENT COMPLIANCE: The Project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan 2050. The Project site is one of the properties listed in the Housing Element Sites Inventory contained in Tables B-1 and B-2 of the Housing Element Technical Report, and the proposed Project is consistent with the number of dwelling units (466) and density (35 du/ac) specified in the Housing Element Sites Inventory.

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

On April 19, 2011, the City Council of the City of Ontario approved and adopted the ONT ALUCP, establishing the Airport Influence Area for Ontario International Airport, which encompasses lands within parts of San Bernardino, Riverside, and Los Angeles Counties, and limits future land uses and development within the Airport Influence Area, as they relate to noise, safety, airspace protection, and overflight impacts of current and future airport activity. As the recommending body for File No. PSP22-001 and the decision-making body for File Nos. PMTT23-005 and PDEV23-011, the City Council has reviewed and considered the facts and information contained in the Application and supporting documentation against the ONT ALUCP compatibility factors, including [1] Safety Criteria (ONT ALUCP Table 2-2) and Safety Zones (ONT ALUCP Map 2-2), [2] Noise Criteria (ONT ALUCP Table 2-3) and Noise Impact Zones (ONT ALUCP Map 2-3), [3] Airspace protection Zones (ONT ALUCP Map 2-4), and [4] Overflight Notification Zones (ONT ALUCP Map 2-5). As a result, the City Council, therefore, finds and determines that the Project, when implemented in conjunction with the conditions of approval, will be consistent with the policies and criteria set forth within the ONT ALUCP.

On August 2, 2022, the City Council of the City of Ontario approved and adopted a Development Code Amendment to establish the Chino Airport ("CNO") Overlay Zoning District ("OZD") and Reference I, Chino Airport Land Use Compatibility Plan ("CNO ALUCP"). The CNO OZD and CNO

ALUCP established the Airport Influence Area for Chino Airport, solely within the City of Ontario, and limits future land uses and development within the Airport Influence Area, as they relate to safety, airspace protection, and overflight impacts of current and future airport activity. The CNO ALUCP is consistent with policies and criteria set forth within the Caltrans 2011 California Airport Land Use Planning Handbook. The proposed Project is located within the Airport Influence Area of Chino Airport and was evaluated and found to be consistent with the California Airport Land Use Planning Handbook and the CNO ALUCP. As the decision-making body for File No. PSP22-001 and the decision-making body for File Nos. PMTT23-005 and PDEV23-011, the City Council has reviewed and considered the facts and information contained in the Application and supporting documentation against the CNO ALUCP compatibility factors, including Safety, Airspace Protection and Overflight. As a result, the City Council, therefore, finds and determines that the Project, when implemented in conjunction with the conditions of approval, will be consistent with the policies and criteria set forth within the California Airport Land Use Planning Handbook and the Chino ALUCP.

ENVIRONMENTAL REVIEW: The Specific Plan is located in what was formerly the City of Ontario Sphere of Influence ("SOI") area, which consists of roughly 8,200 acres at the south end of the City. On January 7,1998, the City of Ontario adopted the New Model Colony ("NMC") General Plan Amendment, setting forth a comprehensive strategy for the future development of the SOI. The NMC is bounded by Riverside Drive to the north, Hamner Avenue to the east, Euclid Avenue to the west, and Merrill Avenue/Bellegrave to the south.

Since the adoption of the NMC General Plan Amendment, the City has updated the General Plan on different occasions. On January 27, 2010, the City adopted The Ontario Plan and certified the accompanying Environmental Impact Report (SCH# 2008101140). On August 16, 2022, the City adopted The Ontario Plan 2050 (TOP 2050), which was an update to The Ontario Plan adopted in 2010 and included the certification of an accompanying Supplemental Environmental Impact Report (SCH# 2021070364). The Policy Plan component of TOP 2050 serves as the General Plan for the entire City, including the NMC (now referred to as "Ontario Ranch"). TOP 2050 identified many areas that might have potentially significant impacts on the environment. These areas included 1) Aesthetics; 2) Biological Resources; 3) Geology and Soils; 4) Hazards and Hazardous Materials; 5) Hydrology and Water Quality; 6) Land Use and Planning; 7) Mineral Resources; 8) Population and Housing; 9) Public Services; 10) Recreation; and 11) Utilities and Service systems. Through the EIR process, these potential impacts were analyzed, revisions were incorporated into the plan, and/or mitigation measures were identified that reduced the potential environmental impacts to a level that was less than significant.

TOP 2050 also identified several potential impacts that, even with revisions and/or mitigation measures, could not be reduced to a level of less than significant. These areas included Air Quality, Cultural Resources, Noise, and Transportation. While these impacts will be significant and unavoidable, the City determined that the benefits of the Ontario Ranch development outweigh the potential unavoidable, adverse impacts of the plan. As a result, the City adopted a Statement of Overriding Considerations for those impacts that could not be fully mitigated to a level of less than significant.

The TOP 2050 EIR analyses focused on the program, or "big picture" impacts associated with development. With the submittal of the EMUSP, staff is charged with evaluating the potential

impacts of development at the project level, looking specifically at the project proposal and any potential environmental impacts associated with it. Staff completed an Initial Study for the Project and determined that an EIR should be prepared for the EMUSP. Through the Initial Study preparation and scoping meeting discussion, an EIR was prepared for the EMUSP addressing the following issues:

- Aesthetics
- Agricultural and Forestry Resource
- Air Quality Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Noise
- Population and Housing
- Public Services
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems

The EMUSP EIR evaluates each of these various areas and identifies mitigation measures and/or revisions to the plan to lessen the level of significance. The EIR analyzed EMUSP Phase 1 based on the proposed EMUSP land uses, development intensities, conceptual designs, infrastructure requirements, and onsite surveys and studies. However, access to properties within Phase 2 could not be obtained and, therefore, the level of impact cannot be known for categories such as Biological Resources, Geology and Soils, and Hazards and Hazardous Materials since onsite surveys could not be conducted. It is conceivable that, when development of Phase 2 is proposed and onsite access is obtained, the potentially significant impacts on Biological Resources, Geology and Soils, and Hazards and Hazardous Materials in Phase 2 can be mitigated to less than significant. Nevertheless, since level of impact cannot be known for Phase 2 areas at this time, the EMUSP EIR conservatively concludes that there are significant and unavoidable impacts.

With the implementation of the various mitigation measures, many of the potential adverse impacts can be reduced to a level of less than significant. Of the 17 areas considered by the EIR, all but seven areas were less than significant or mitigated to a level of less than significant. The seven remaining impact areas, even with the mitigation measures, could not be reduced to less than significant, resulting in some impacts remaining potentially significant and unavoidable. These areas are:

- Agricultural and Forestry Resources
- Air Quality
- Biological Resources (Phase 2 only)
- Cultural Resources

- Geology and Soils (Phase 2 only)
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials (Phase 2 only)

While mitigation of all potential impacts to a level of less than significant is desirable, the fact that seven areas will remain significant and unavoidable is not unexpected. The identification of these areas as significant and unavoidable also validates the work previously completed for TOP 2050. Staff continues to believe that the benefits of the proposed development outweigh the potential impacts associated with it. Therefore, staff recommends the Planning Commission recommend certification of the EIR to the City Council and that a Statement of Overriding Considerations be adopted for the Project.

PLANNING COMMISSION REVIEW: On July 23, 2024, the Planning Commission conducted a public hearing and voted (6-0) to recommend City Council approval of the project Environmental Impact Report including a Statement of Overriding Consideration and a Mitigation Monitoring and Reporting Program, and the Specific Plan, File No. PSP22-001.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, CERTIFYING THE PROJECT ENVIRONMENTAL IMPACT REPORT (STATE CLEARINGHOUSE NO. 2023020281) FOR THE EUCLID MIXED USE SPECIFIC PLAN (EMUSP) FOR FILE NO. PSP22-001 AND ADOPT ENVIRONMENTAL FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, INCLUDING A STATEMENT OF OVERRIDING CONSIDERATIONS, AND A MITIGATION MONITORING AND REPORTING PROGRAM.

WHEREAS, EUCLID LAND INVESTMENT LLC ("Applicant") has filed an Application for the approval of a Specific Plan, File No. PSP22-001 (Euclid Mixed Use Specific Plan), as described in the title of this Resolution (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to 84 acres of land with 18 parcels, bordered by Schaefer Avenue to the north, future Sultana Avenue to the east, Edison Avenue to the south, and Euclid Avenue to the west, within the SP(AG) (Specific Plan (Agricultural Overlay)) zoning district, and is presently improved with agricultural, dairy, recreational vehicle storage, residential and vacant land uses; and

WHEREAS, the City prepared The Ontario Plan 2050 Final Supplemental Environmental Impact Report ("TOP 2050 SEIR") (SCH # 2021070364) in association with the 2050 General Plan Update ("GPU") and certified the TOP 2050 EIR on August 16, 2022; and

WHEREAS, the TOP 2050 EIR is a Supplemental EIR, an update to the approved 2010 The Ontario Plan; therefore, TOP 2050 SEIR relies on the findings of the 2009 Draft EIR, 2010 Recirculated Draft EIR, and 2010 Final EIR; and

WHEREAS, the City originally issued a Notice of Preparation ("NOP") for the Euclid Mixed Use Specific Plan for which the public review period extended from February 10, 2023, through March 13, 2023. The NOP was published in the Inland Valley Daily Bulletin and was posted at the San Bernardino County Clerk's office on February 10, 2023. Copies of the NOP were made available for public review at the City of Ontario Planning Department and the City's website; and

WHEREAS, pursuant to Public Resources Code (PRC) §21083.9 and State California Environmental Quality Act (CEQA) Guidelines §15082(c) and 15083, a public scoping meeting was held on Tuesday February 22, 2023, at 6:00pm where comments were received; and

WHEREAS, the Project Environmental Impact Report ("EIR") for File No. PSP22-001 (State Clearinghouse No. 2023020281) has been prepared in accordance with the

California Environmental Quality Act (“CEQA”), the State CEQA Guidelines, and the City of Ontario Guidelines for implementation of the CEQA Guidelines; and

WHEREAS, a Draft Environmental Impact Report (“Draft EIR”) was prepared, incorporating comments received in response to the NOP, and determined that mitigation measures were required to mitigate impacts to a less than significant level for air quality, biological resources, cultural resources, geology and soils, greenhouse gas emissions, hazards and hazardous materials, tribal cultural resources, and further concluded that despite the incorporation of all feasible mitigation measures, the proposed Project would nonetheless result in significant and unavoidable impacts relating to agriculture and forestry resources, air quality, biological resources, cultural resources, geology and soils, greenhouse gas emissions, hazards and hazardous materials; and

WHEREAS, the Euclid Mixed Use Specific Plan anticipates development in two phases and that onsite access to properties in Phase 1 were obtained through which onsite studies and surveys for the EIR were conducted, and that onsite access to properties within Phase 2 were not obtained and certain studies and analyses could not be conducted; and

WHEREAS, after completing the Draft EIR (State Clearinghouse No. 2023020281), the City released the document for public review for a 45-day public comment period that began December 22, 2023, and ended February 6, 2024. A Notice of Availability (“NOA”) was circulated for the Draft EIR on December 22, 2023 and published in the Inland Valley Daily Bulletin and posted at the Office of the Clerk of the Board of Supervisors of San Bernardino County. At that time, the City also provided a Notice of Availability to all organizations and individuals who had previously requested such notice. Additionally, copies of the Draft EIR were made available for review at City Hall, the Ovitt Family Community Library, as well as on the City's website; and

WHEREAS, the Final Environmental Impact Report ("Final EIR"), for the Euclid Mixed Use Specific Plan ("EMUSP") Environmental Impact Report (State Clearinghouse No. 2023020281) consists of the Draft EIR and the comments and responses to comments made on the Draft EIR; and

WHEREAS, the EMUSP Final EIR Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program (MMRP) for File No. PSP22-001 have been prepared in accordance with CEQA, the State CEQA Guidelines, and the City of Ontario Guidelines for implementation of CEQA; and

WHEREAS, copies of the Final EIR were distributed to the City Council, Planning Commission, City departments, and federal, state, regional, local, and other agencies and individuals; and

WHEREAS, on July 23, 2024, the Planning Commission of the City of Ontario conducted a duly noticed public hearing on the EIR at which time all persons wishing to testify were heard and the EIR was fully studied and concluded said hearing on that date.

After considering all public testimony, the Planning Commission issued Resolution No. PC24-031, recommending City Council certification of the Project EIR; and

WHEREAS, on August 20, 2024, the City Council of the City of Ontario conducted a noticed public hearing on the Project at which time all persons wishing to testify were heard and the Final EIR was fully studied; and

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

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

SECTION 1: ***Environmental Determination and Findings.*** As the decision-making body for the Project, the City Council has reviewed and considered the information contained in the Final EIR and supporting documentation. Based upon the facts and information contained in the Final EIR and supporting documentation, including all written and oral evidence presented to the City Council, the City Council finds as follows:

(1) The environmental impacts of this Project were reviewed in conjunction with Euclid Mixed Use Specific Plan ("EMUSP") Final EIR (State Clearinghouse No. 2023020281) that was prepared; and

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

(3) The Final EIR was completed in compliance with CEQA and the Guidelines promulgated thereunder, and the City of Ontario Local CEQA Guidelines; and

(4) The Final EIR reflects the independent judgment of the City Council.

SECTION 2: ***City Council Action.*** Based on the entire record before the City Council and all written and oral evidence presented, the City Council finds the Final EIR complies with CEQA for the following reasons:

(1) The EIR analyzes the environmental effects of the Project and finds that, if the EMUSP is adopted as proposed by this plan, and with the implementation of proposed mitigation measures, the following impacts will still be significant and unavoidable: agriculture and forestry resources, air quality, biological resources, cultural resources, geology and soils, greenhouse gas emissions, and hazards and hazardous materials; and

(2) The City Council further finds that the Findings of Facts and Statement of Overriding Considerations, demonstrates that the EMUSP's benefits outweigh its significant and unavoidable impacts, and therefore the City

would be justified in approving the EMUSP notwithstanding said significant and unavoidable impacts.

SECTION 3: ***Housing Element Compliance.*** Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the decision-making body for the Project, the City Council finds that based upon the facts and information contained in the Application and supporting documentation, at the time of Project implementation, the Project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan 2050. The Project site is one of the properties listed in the Housing Element Sites Inventory contained in Tables B-1 and B-2 of the Housing Element Technical Report, and the proposed Project is consistent with the number of dwelling units (466) and density (35 du/ac) specified in the Housing Element Sites Inventory.

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

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

(2) On August 2, 2022, the City Council of the City of Ontario approved and adopted a Development Code Amendment to establish the Chino Airport ("CNO") Overlay Zoning District ("OZD") and Reference I, Chino Airport Land Use Compatibility Plan ("CNO ALUCP"). The CNO OZD and CNO ALUCP established the Airport Influence Area for Chino Airport, solely within the City of Ontario, and limits future land uses and development within the Airport Influence Area, as they relate to safety, airspace protection, and overflight impacts of current and future airport activity. The CNO ALUCP is consistent with policies and criteria set forth within the Caltrans 2011 California Airport Land Use Planning Handbook. The proposed Project is located within the Airport Influence Area of Chino Airport and was evaluated and found to be consistent with the California Airport Land Use Planning Handbook and the CNO ALUCP. As the decision-

making body for the Project, the City Council has reviewed and considered the facts and information contained in the Application and supporting documentation against the CNO ALUCP compatibility factors, including Safety, Airspace Protection, Overflight. As a result, the City Council, therefore, finds and determines that the Project, when implemented in conjunction with the conditions of approval, will be consistent with the policies and criteria set forth within the California Airport Land Use Planning Handbook and the Chino ALUCP.

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

(1) The proposed Final EIR is consistent CEQA and the Guidelines promulgated thereunder, and the City of Ontario Local CEQA Guidelines; and

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

(3) The Project EIR analyzed the environmental impacts associated with the implementation of Phases 1 and 2 of the Euclid Mixed Use Specific Plan, and finds that, if the Specific Plan is adopted and development occurs as proposed by this plan, and with implementation of proposed mitigation measures, the following impacts will still be significant and unavoidable:

(a) Agricultural Resources – Project-specific impacts and cumulative impacts would remain significant and unavoidable; and

(b) Air Quality – Impacts related to a net increase in criteria pollutants would remain significant and unavoidable with the implementation of recommended mitigation measures; and

(c) Biological Resources – Impacts related to development of Phase 2 could not be analyzed in that biological surveys could not be conducted in this area, and therefore there is potential for significant and unavoidable impacts; and

(d) Cultural (Historic) Resources – Impacts related to demolition of milk barns within the Project site is considered a significant and unavoidable impact; and

(e) Geology and Soils - Impacts related to development of Phase 2 could not be analyzed in that geological and soils surveys could not be conducted in this area, and therefore there is potential for significant and unavoidable impacts; and

(f) Greenhouse Gas Emissions – Project-specific impacts and cumulative impacts would remain significant and unavoidable; and

(g) Hazards and Hazardous Materials - Impacts related to development of Phase 2 could not be analyzed in that hazard and hazardous materials surveys could not be conducted in this area, and therefore there is potential for significant and unavoidable impacts.

(4) The EIR reflects the independent judgment of the City Council.

SECTION 6: ***City Council Action.*** Based upon the findings and conclusions set forth in Section 1 through 5 above, the City Council hereby certifies the Project EIR, included as Attachment A of this Resolution, and adopts a Statement of Overriding Considerations, and the associated Mitigation Monitoring and Reporting Program.

SECTION 7: ***Indemnification.*** The Applicant shall agree to defend, indemnify and hold harmless, the City of Ontario or its agents, officers, and employees from any claim, action or proceeding against the City of Ontario or its agents, officers or employees to attack, set aside, void, or annul this approval. The City of Ontario shall promptly notify the applicant of any such claim, action, or proceeding, and the City of Ontario shall cooperate fully in the defense.

SECTION 8: ***Custodian of Records.*** The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Ontario City Hall, 303 East "B" Street, Ontario, California 91764. The custodian for these records is the City Clerk of the City of Ontario.

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

PASSED, APPROVED, AND ADOPTED this 20th day of August, 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 August 20, 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 August 20, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

<u>ATTACHMENT A</u>:

Euclid Mixed Use Specific Plan
Environmental Impact Report
(State Clearinghouse No. 2023020281) and
Mitigation Monitoring and Reporting Program

(Environmental Impact Report and
Mitigation Monitoring and Reporting Program follows this page)

Draft Environmental Impact Report

EUCLID MIXED USE SPECIFIC PLAN

for the City of Ontario

SCH No. 2023020281

Specific Plan PSP-22-001

LEAD AGENCY

City of Ontario
EDMELYNNE V. HUTTER, SENIOR PLANNER
303 EAST "B" STREET
ONTARIO, CALIFORNIA 91761
(909) 395-2036

CONSULTANT

Kimley-Horn and Associates, Inc.
KEVIN THOMAS, CEP, ENV SP
3801 UNIVERSITY STREET, SUITE 300
RIVERSIDE, CALIFORNIA 92501

DECEMBER 2023

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1.0 EXECUTIVE SUMMARY

1.1 Introduction

The Environmental Impact Report (EIR) process, as defined by the California Environmental Quality Act (CEQA), requires the preparation of an objective, full-disclosure document in order to (1) inform agency decision-makers and the general public of the direct and indirect potentially significant environmental effects of a proposed action; (2) identify feasible or potentially feasible mitigation measures to reduce or eliminate potentially significant adverse impacts; and (3) identify and evaluate reasonable alternatives to a project. In accordance with State CEQA Guidelines Section 15168 (Title 14 of the California Code of Regulations [CCR]), this Draft EIR (State Clearinghouse No. 2023020281) has been prepared for the Euclid Mixed Use Specific Plan Project (Project). In accordance with CEQA Guidelines Section 15123, this section of the Draft EIR provides a brief description of the Project; identifies significant effects and proposed mitigation measures or alternatives that would reduce or avoid those effects; and describes areas of controversy and issues to be resolved.

CEQA requires that projects subject to approval by a State of California (State) public agency, and that are not otherwise exempt or excluded, undergo an environmental review process to identify and evaluate potential impacts. CEQA Guidelines Section 15050 states that environmental review shall be conducted by the Lead Agency, defined in CEQA Guidelines Section 15367 as the public agency with principal responsibility for approving a project. The Project is subject to approval actions by the City of Ontario (City), which will, therefore, act as the Lead Agency.

This Draft EIR has been prepared as a "Program EIR" pursuant to the requirements Section 15168 of the State CEQA Guidelines (Title 14 of the California Code of Regulations [CCR]) and the City's CEQA procedures, as this EIR addresses the proposed Specific Plan (the "Project") and is intended to cover anticipated future discretionary approvals. The Draft EIR considers the environmental impacts of the Project, as well as the additive effects of growth throughout the City and the region. These latter impacts are referred to as cumulative impacts. The Draft EIR also evaluates a range of potential feasible alternatives anticipated to reduce significant impacts of the Project, including a No Project/No Build Alternative. This Draft EIR has been prepared for the City, pursuant to the requirements of CEQA.

Pursuant to CEQA Guidelines Section 15082, the City circulated a Notice of Preparation (NOP) advising public agencies, special districts, and members of the public who had requested such notice that an EIR for the Project was being prepared. The NOP was distributed on February 10, 2023, to solicit comments related to the proposed construction of the Project. The NOP was circulated with a 30-day public review period ending on March 13, 2023. This process and the comments submitted in response to the NOP are discussed in ***Section 2.0: Introduction***, and ***Section 1.7: Areas of Controversy***, below.

After receiving public comments on the NOP, the Project was analyzed for its potential to result in environmental impacts. Impacts were evaluated in accordance with the significance criteria presented in Appendix G, "Environmental Checklist Form," of the CEQA Guidelines. The criteria in the Environmental Checklist Form (checklist), was used to determine if the Project would result in, "no impact," "less than

significant impact," "less than significant impact with mitigation measures," or "potentially significant impact" to a particular environmental resource. In some instances, a project may use the checklist to provide an initial discussion of a project and to screen out certain topics from a full discussion in the Draft EIR. This Draft EIR discusses all environmental resources in CEQA Guidelines, Appendix G. A table listing the significant Project impacts and any associated mitigation measures is included at the end of this summary in ***Table 1-1: Summary of Significant Impacts and Proposed Mitigation Measures***.

This Draft EIR describes the existing environmental resources on the Project site and in the vicinity of the site, analyzes potential impacts on those resources that would or could occur upon initiation of the Project, and identifies mitigation measures that could avoid or reduce the magnitude of those impacts determined to be significant. The environmental impacts evaluated in this Draft EIR concern several subject areas, including aesthetics, agriculture and forestry, air quality, biological resources, cultural resources, energy/energy conservation, geology and soils, greenhouse gas (GHG) emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, noise, population and housing, public services, transportation, tribal cultural resources, and utilities and service systems. As noted in the preceding paragraph, public comment was received during the NOP process and included written letters provided to the City. A copy of the letters with the NOP are provided in ***Appendix A*** to this Draft EIR. The comments were used, as intended, to help inform the discussion of this Draft EIR and help determine the scope and framework of certain topical discussions.

The Draft EIR is subject to further review and comment by the public, as well as responsible agencies and other interested jurisdictions, agencies, and organizations for a period of 45 days after completion.

Following the public review period, written responses to all comments received on the Draft EIR will be prepared. Those written responses, and any other necessary changes to the Draft EIR, will constitute the Final EIR and will be submitted to the Board of Supervisors for their consideration. If the City finds that the Final EIR is "adequate and complete" in accordance with the CEQA Guidelines, the City may certify the EIR. The Board of Supervisors would also consider the adoption of Findings of Fact pertaining to the EIR, specific mitigation measures, a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Plan (MMRP). Upon review and consideration of the Final EIR, the hearing body would take action concerning the Project.

Regarding the MMRP, CEQA Guidelines Section 15097 requires public agencies to set up monitoring and reporting programs to ensure compliance with mitigation measures, which are adopted or made as a condition of project approval and designed to mitigate or avoid the significant environmental effects identified in environmental impact reports. A MMRP incorporating the mitigation measures set forth in this EIR will be considered and acted upon by the City decision-makers concurrent with adoption of the findings of this EIR and prior to approval of the Project.

1.2 Environmental Procedures

This Draft EIR has been prepared pursuant to CEQA to assess the environmental effects associated with implementation of the proposed Project, as well as anticipated future discretionary actions and approvals. CEQA established six main objectives for an EIR:

1. Disclose to decision makers and the public the significant environmental effects of proposed activities.
2. Identify ways to avoid or reduce environmental damage.
3. Prevent environmental damage by requiring implementation of feasible alternatives or mitigation measures.
4. Disclose to the public reasons for agency approval of projects with significant environmental effects.
5. Foster interagency coordination in the review of projects.
6. Enhance public participation in the planning process.

An EIR is the most comprehensive form of environmental documentation in CEQA; it is intended to provide an objective, factually supported analysis and full disclosure of the environmental consequences of a proposed project and its potential to result in significant, adverse environmental impacts.

An EIR is one of various decision-making tools used by a lead agency to consider the merits and disadvantages of a project that is subject to its discretionary authority. Before approving a proposed project, the lead agency must consider the information in the EIR; determine whether the EIR was prepared in accordance with CEQA and the CEQA Guidelines; determine that it reflects the independent judgment of the lead agency; adopt findings concerning the project's significant environmental impacts and alternatives; and adopt a statement of overriding considerations if significant impacts cannot be avoided.

1.3 Project Overview

Project Location

The Euclid Mixed Use Specific Plan Project (Project) is made up of 18 existing parcels totaling 84.1 acres in the City of Ontario (City). The City is located approximately 40 miles east of downtown Los Angeles, 20 miles west of downtown San Bernardino, and 7 miles northeast from the Orange County line.

Regional access to the Project site is provided by State Route 83 (SR-83; Euclid Avenue), which connects to State Route 60 (SR-60) and Interstate 10 (I-10) to the north; Interstate 15 (I-15) approximately 5.5 miles to the east; and State Route 71 (SR-71) approximately 4.3 miles to the west. SR-71 connects the Project to State Route 91 (SR-91) in unincorporated Riverside County.

The Project site is in the southwestern portion of the City, immediately east of the City of Chino in San Bernardino County. The proposed Project site is bounded by Schaefer Avenue on the north, Sultana Avenue on the east, Edison Avenue on the south, and Euclid Avenue on the west. The Assessor Parcel Numbers (APNs) for this Project are 1053-071-01, -02, -03, -04; 1053-211-01, -02, -05; 1053-281-01, -02, -03, -04, -05, -07, -08; 1053-081-01, -02, -03, -04.

Project Description

The proposed Project consists of a Specific Plan to allow for a business park and mixed-use development on 18 parcels covering 84.1 acres in the City. The development would include up to 290,110 square feet of commercial retail/office uses, up to 466 residential units, and approximately 1,386,777 square feet of

business park uses, and associated on-site and off-site infrastructure improvements, as described further below. The Project site is anticipated to be developed in two phases within five planning areas (PAs), with only Phase I proposed at a project-level entitlement.

Phase I would include PAs 1, 2A, and 3A, proposing the construction of up to 13 buildings. The 13 Phase I buildings would provide up to 1,473,026 square feet of business park and commercial retail/office mixed uses (the maximum development allowed in the proposed Specific Plan). A conceptual site plan for Phase I envisions a less dense site, at approximately 1,000,595 square feet of development (depicted in ***Figure 3-6: Phase I Conceptual Site Plan***). However, the EIR conservatively evaluates the maximum development potential for Phases I and II as permitted in the proposed Specific Plan. Note that the applicant intends to process a Development Plan and Tentative Parcel Map for the Phase I Project following processing of the Project Specific Plan. Phase I is expected to start construction in 2024, with an anticipated opening year in 2032.

The EIR also evaluates, at a "programmatic" level, potential future development of Phase II, comprised of PA 2B and PA 3B. Phase II is being evaluated at the programmatic level for a number of reasons, consistent with CEQA Guidelines Section 15168 (Program EIR). These reasons include: 1) the Applicant does not own the parcels within the Phase II area (PA 2B and PA 3B); 2) the Applicant does not have access to the Phase II area; 3) no specific development proposals have been identified for the Phase II area at this time; and 4) the Phase II area will be developed at an unknown, later date following Phase I. Therefore, this EIR appropriately evaluates the Phase II area at a programmatic level. Consistent with TOP 2050, the Specific Plan proposes the Phase II area with a maximum development potential of 203,861 square feet of business park uses, in addition to up to 466 dwelling units.

Combined, the Phase I and Phase II portions of the Specific Plan would allow up to 1,676,887 square feet of non-residential business park and commercial retail/office mixed uses in addition to up to 466 residential units, as shown in ***Table 3-1: Maximum Project Buildout***.

1.4 Unavoidable Significant Impacts

The Project's potentially significant impacts are defined in ***Section 4.1: Aesthetics*** through ***Section 4.17: Utilities and Service Systems*** of this Draft EIR. As noted in these sections, most of the potentially significant impacts identified can be mitigated to a less than significant level through implementation of Project design features, standard conditions, and feasible mitigation measures. There are unavoidable significant impacts associated with Agriculture and Forestry Resources, Air Quality, Biological Resources, Cultural Resources, Geology and Soils, GHG emissions, and Hazards and Hazardous Materials.

1.5 Summary of Project Alternatives

The CEQA Guidelines (Section 15126.6[a]) state that an EIR must address "a range of reasonable alternatives to the project, or to the location of the project, which could feasibly attain the basic objectives of the Project, but would avoid or substantially lessen any of the significant effects of the project and evaluate the comparative merits of the alternatives." The alternatives were based, in part, on their potential ability to reduce or eliminate the impacts determined to be significant and unavoidable for the proposed project. The following three alternatives have been determined to represent a reasonable range

of alternatives which have the potential to feasibly attain most of the basic objectives of the Project, but which may avoid or substantially lessen any of the significant effects of the Project. These alternatives are analyzed in detail in ***Section 6.0: Alternatives*** to the Project, of this Draft EIR.

- No Project/No Build Alternative
- No Project/Existing General Plan Alternative
- Reduced Intensity Alternative

An EIR must identify an "environmentally superior" alternative, and where the No Project Alternative is identified as environmentally superior, the EIR is then required to identify as environmentally superior an alternative from among the others evaluated. Each alternative's environmental impacts are compared to the proposed project and determined to be environmentally superior, neutral, or inferior. However, only impacts found significant and unavoidable are used in making the final determination of whether an alternative is environmentally superior or inferior to the proposed project. Impacts involving agricultural resources, air quality, cultural resources, and greenhouse gas emissions were found to be significant and unavoidable. ***Section 6.6: Environmentally Superior Alternative*** identifies the environmentally superior alternative.

Alternative 1: No Project/No Build Alternative

State CEQA Guidelines Section 15126.6, requires an evaluation of the "No Project" alternative for decision-makers the ability to compare the impacts of approving the Project with impacts or not approving the Project, thus leaving the Project site in its current developed condition. The No Project analysis is required to discuss the existing conditions as they were at the time of publication of the Notice of Preparation (February 10, 2023) and analyze the potential impacts of the Project site if the land were to continue under applicable existing plans, policies, and designations. Alternative 1: No Project/No Build Alternative (Alternative 1) assumes that the Project would not be developed, and no new development would occur; however, the existing conditions would remain in operation. The existing environmental conditions would not be necessarily preserved, as some form of redevelopment of the site for future business park and mixed-use development could still occur pursuant to The Ontario Plan 2050.

Alternative 2: No Project/Existing General Plan Alternative

Under the No Project/Existing General Plan Alternative, the current General Plan land uses, and zoning would remain in effect. Development in accordance with the existing General Plan and zoning would occur. According to Exhibit LU-01: Land Use Plan of The Ontario Plan 2050[1], the Project site is currently designated for development of Business Park (BP) (0.6 FAR) and Mixed-Use (MU) at 14.0 to 65.0 du/ac; 1.5 FAR office; 1.0 FAR retail. The existing zoning designation is Specific Plan (SP) Zoning District with an Agricultural (SP AG) Overlay.[2] The SP District designation requires approval of a specific plan by the City

[1] City of Ontario. 2022. *LU-01 TOP 2050 Land Use Map*. https://experience.arcgis.com/experience/99e7a1effa0242218701ac06ca387f9b. (accessed October 2022).
[2] City of Ontario. 2022. *Zoning Map*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/Zoning%20Map/Zoning_20220415_Rev1.pdf. (accessed March 2023).

for urban development of the Project site. The Specific Plan will be the zoning for the Project site, consistent with TOP 2050.

The proposed Project's FARs are within what is allowed in TOP 2050; as such, the No Project/Existing General Plan Alternative under TOP 2050 would generate approximately 1,386,777 square feet of business park development, 290,110 square feet of commercial retail/office uses, up to 466 residential units, 1,655 employees, and 1,571 residents. Additionally, the southern portion of the Project site is within the Great Park Corridor. Sites within the Great Park Corridor are currently zoned Specific Plan (SP) Zoning District with an Agricultural Overlay (SP-AG), but no specific plan has been adopted, and they will be rezoned to SP-AG Affordable Housing (AH) for inclusion in the Affordable Housing Overlay District described within the City's Housing Element.[3] The SP-AG-AH Overlay will establish a minimum density of 20 du/ac, and allow the TOP 2050 designation to govern the maximum densities for each site. The Agriculture Overlay District will remain in place until the parcel is ready for development consistent with the TOP 2050 and Affordable Housing Overlay District. Property owners and developers alike have expressed interest in redeveloping this area, so existing agricultural operations are not expected to limit development potential. Sites in this area would have TOP 2050 designations of Medium Density Residential and Mixed-Use. Medium-Density Residential will allow a range of 20-30 du/ac for projects with at least 25 percent of units being affordable to lower incomes, and a range of 20-25 du/ac for all other projects. Two different MU areas are proposed in this opportunity area, Mixed-Use Eucalyptus/Chino Airport (MU-EU) allowing 20-45 du/ac and Mixed-Use Great Park allowing 20-65 du/ac. With the TOP 2050 and zoning changes noted in Program 13, all sites identified support densities necessary to facilitate lower- and moderate-income housing development.[4]

Alternative 3: Reduced Intensity Alternative

The Reduced-Intensity Alternative proposes a 25 percent reduction in building area of the proposed mixed-use and business park uses. Under this alternative, a total of 1,040,083 square feet of business park uses, and 217,582 square feet of commercial retail/office uses, and up to and approximately 350 residential units. The development impact area would generally remain the same as the Project. This alternative would generate approximately 1,242 employees. Access to the site would be similar to the Project with a reduction in the number of parking spaces. Given the infrastructure costs, including off-site improvements, a 25 percent reduction was considered aggressive and further reduction is likely not financially feasible.

Environmentally Superior Alternative

State CEQA Guidelines requires that an Environmentally Superior Alternative be identified; that is, an alternative that would result in the fewest or least significant environmental impacts. The No Project Alternative is the Environmentally Superior Alternative because it would avoid many of the proposed Project's impacts. If the No Project Alternative is the environmentally superior Alternative, CEQA Guidelines § 15126.6(e)(2) requires that another alternative that could feasibly attain most of the Project's basic objectives be chosen as the Environmentally Superior Alternative. Therefore, in compliance with

[3] City of Ontario. 2022. *TOP 2050, Housing Element, page H-282*. https://www.ontarioca.gov/about-ontario-ontario-plan-policy-plan/housing. (accessed July 2023).
[4] Ibid.

CEQA requirements, this Draft EIR also identifies an environmentally superior alternative among the other alternatives. Based on analysis conducted in ***Section 6.0: Alternatives***, Alternative 3 was chosen as the Environmentally Superior Alternative. These alternatives are further discussed in ***Section 6.0: Alternatives***.

1.6 Issues to be Resolved

Section 15123(b)(3) of the CEQA Guidelines requires that an EIR contain issues to be resolved, including the choice among alternatives and whether or how to mitigate significant impacts. With regard to the Project, the major issues to be resolved include decisions by the lead agency as to:

1. Whether this Draft EIR adequately describes the environmental impacts of the Project.
2. Whether the benefits of the Project override those environmental impacts which cannot be feasibly avoided or mitigated to a level of insignificance.
3. Whether the proposed land use changes are compatible with the character of the existing area.
4. Whether the identified goals, policies, or mitigation measures should be adopted or modified.
5. Whether there are other mitigation measures that should be applied to the Project besides the Mitigation Measures identified in the Draft EIR.
6. Whether there are any alternatives to the Project that would substantially lessen any of the significant impacts of the Project and achieve most of the basic Project objectives.

1.7 Areas of Controversy

The CEQA Guidelines Section 15123 (b)(2) and (3) require that a Draft EIR identify areas of controversy known to the Lead Agency, including issues raised by other agencies and the public and issues to be resolved, including the choice among alternatives and whether, or how to mitigate the significant effects. The issues of concern have been identified during the review period of the distribution of the NOP (from February 10, 2023, to March 13, 2023) and public meetings (public scoping meeting was held during the 30-day public review period, on February 22, 2023, at 5:30 PM via Zoom). A summary of comments received on the NOP are provided in ***Table 2-1: NOP Written Comments Summary***. The table provides references to the sections of the Draft EIR in which these issues are evaluated. No other areas of controversy are known to the Lead Agency.

1.8 Summary of Environmental Impacts & Mitigation Measures

The following table is a summary of significant impacts and proposed mitigation measures associated with the Project as identified in this EIR. Refer to ***Sections 4.1*** through ***4.17***, for a detailed description of the environmental impacts and mitigation measures for the Project. Impacts are identified as significant or less than significant, and mitigation measures are identified for all significant impacts. The level of significance after implementation of the mitigation measures is also presented. Impacts not represented in this table are found in ***Section 7.0: Effects Found Not to be Significant*** in this Draft EIR.

Table 1-1: Summary of Significant Impacts and Proposed Mitigation Measures

Resource Impact	Level of Significance	Mitigation Measure(s)
Section 4.2: Agriculture and Forestry Resources		
Impact 4.2-1 Would the Project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	Significant and Unavoidable	**MM AG-1** Deed disclosure – In order to reduce conflicts issued between sensitive receptors and agricultural uses, all property owners in the Euclid Mixed Use Specific Plan shall be provided with a deed disclosure or similar notice approved by the City Attorney regarding the proximity and nature of neighboring agricultural uses. This disclosure shall be applied at the tentative map stage to the affected properties, or otherwise prior to finalizing the sale or rental agreement of any property. The written disclosure shall be supplied to the property purchaser or renter by the vendor or vendor's agent. The content and text of the disclosure shall be approved by the City Attorney and shall include language to inform new residents that existing agricultural uses may create nuisances such as flies, odors, dust, night-light, and chemical spraying.
Impact 4.2-5 Would the Project Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	Significant and Unavoidable	Refer to **MM AG-1**.
Section 4.3: Air Quality		
Impact 4.3-1 Would the Project conflict with or obstruct implementation of the applicable air quality plan?	Significant and Unavoidable Impact	**MM AQ-1** The Project shall utilize "Super-Compliant" low VOC paints which have been reformulated to exceed the regulatory VOC limits (i.e., have a lower VOC content than what is required) put forth by SCAQMD's Rule 1113 for all architectural coatings. Super-Compliant low VOC paints shall be no more than 10g/L of VOC. Prior to issuance of a building permit, the Ontario Building and Safety Department shall confirm that plans specify that all architectural coatings will be super-compliant low VOC paints. **MM AQ-2** Only electric-powered off-road equipment (e.g., yard trucks/hostlers, forklifts, indoor material handling equipment, etc.) shall be utilized onsite for daily warehouse and business operations. The Project developer/facility owner shall disclose this requirement to all tenants/business entities prior to the signing of any lease agreement. In addition, the limitation to use only electric-powered off-road equipment shall be included in all leasing agreements. Prior to issuance of a Business License for a new tenant/business entity, the Project developer/facility owner and tenant/business entity shall provide to the City of Ontario Planning Department and Business License Department a signed document (verification document) noting that the Project development/facility owner has disclosed to the tenant/business entity the requirement to use only electric-powered equipment for daily operations. This verification document shall be signed by authorized agents for the Project developer/facility owner and tenant/business

Resource Impact	Level of Significance	Mitigation Measure(s)
		entities. In addition, if applicable, the tenant/business entity shall provide documentation (e.g., purchase or rental agreement) to the City of Ontario Planning Department and Business License Department to verify, to the City's satisfaction, that any off-road equipment utilized will be electric-powered. Prior to the issuance of building permits, the City of Ontario Building Department shall confirm that if emergency generators are proposed, the Project applicant shall explore non-diesel options. If non-diesel generators are determined to not be feasible due commercial availability or the energy requirements of the project, the Project applicant shall provide written justification to be approved by the City's Building Department. **MM AQ-3** Prior to issuance of occupancy permits, the Project operator shall prepare and submit a Transportation Demand Management (TDM) program detailing strategies that would reduce the use of single occupant vehicles by employees by increasing the number of trips by walking, bicycle, carpool, vanpool and transit. The TDM shall include, but is not limited to the following: ▪ Provide a transportation information center and on-site TDM coordinator to educate residents, employers, employees, and visitors of surrounding transportation options; ▪ Promote bicycling and walking through design features such as showers for employees, self-service bicycle repair area, etc. around the Project site; ▪ Provide on-site car share amenities for employees who make only occasional use of a vehicle, as well as others who would like occasional access to a vehicle of a different type than they use day-to-day; ▪ Promote and support carpool/vanpool/rideshare use through parking incentives and administrative support, such as ride-matching service; and ▪ Incorporate incentives for using alternative travel modes, such as preferential load/unload areas or convenient designated parking spaces for carpool/vanpool users. **MM AQ-4** Prior to the issuance of a building permit, the Planning Department shall confirm that the Project is designed to include the following: ▪ The buildings' electrical room shall be sufficiently sized to hold additional panels that may be needed to supply power for the future installation of electric vehicle (EV) truck charging stations on the site. Conduit should be installed from the electrical room to tractor trailer parking spaces in a logical location(s) on the site determined by the Project Applicant during construction

Resource Impact	Level of Significance	Mitigation Measure(s)
		document plan check, for the purpose of accommodating the future installation of EV truck charging stations at such time this technology becomes commercially available and the buildings are being served by trucks with electric-powered engines. **MM AQ-5** All truck access gates and loading docks within the Project site shall have a sign posted that states: ▪ Truck drivers shall turn off engines when not in use. ▪ Truck drivers shall shut down the engine after five minutes of continuous idling operation (pursuant to Title 13 of the California Code of Regulations, Section 2485). Once the vehicle is stopped, the transmission is set to "neutral" or "park," and the parking brake is engaged. ▪ Telephone numbers of the building facilities manager and CARB to report violations. ▪ Truck travel is restricted to truck routes identified in Figure M-04 of the Mobility Element in TOP 2050. In addition, signage shall be installed to direct trucks to the appropriate designated truck routes. **MM AQ-6** The installation of wood-burning and natural gas equipment shall be prohibited. The purpose of this measure is to limit emissions of ROG, CO, particulate matter, and visible emissions from wood-burning and natural gas devices used for primary heat, supplemental heat, or ambiance. This prohibition shall be noted on the deed and/or lease agreements for future property owners/tenants to obey. **MM AQ-7** The installation of cold storage logistics (warehouse) space is prohibited. Should cold storage logistics (warehouse) space be considered in the future, a separate discretionary approval would be required.
Impact 4.3-2 Would the proposed project, result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	Significant and Unavoidable Impact	Refer to **MM AQ-1** through **MM AQ-7**.
Impact 4.3-3 Would the proposed project expose sensitive receptors to substantial pollutant concentrations?	Less Than Significant with Mitigation Incorporated	Refer to **MM AQ-1** through **MM AQ-7**. **MM AQ-8** Prior to issuance of grading permits, the applicant shall prepare and submit documentation to the City of Ontario that demonstrate that all off-road diesel-powered construction equipment greater than 50 horsepower meets California Air Resources Board Tier 4 Final off-road emissions standards. Requirements for Tier 4 Final equipment shall be included in applicable bid documents and successful contractor(s) must demonstrate the ability to supply such equipment. A copy of each unit's Best Available Control Technology (BACT)

Resource Impact	Level of Significance	Mitigation Measure(s)
		documentation (certified tier specification or model year specification), and CARB or SCAQMD operating permit (if applicable) shall be provided to the City at the time of mobilization of each applicable unit of equipment.
Section 4.4, Biological Resources		
Impact 4.4-1 Would the Project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	Less than Significant with Mitigation Incorporated (Phase I Project) and Significant and Unavoidable (Phase II Only)	**MM BIO-1 Nesting Bird and Raptor Preconstruction Survey.** Regulatory requirement for potential direct/indirect impacts to nesting common and sensitive bird and raptor species will require compliance with the CDFG Code Section 3503. Construction outside the nesting season (between September 1st and January 31st) do not require pre-removal nesting bird surveys. If construction is proposed during nesting season (February 1st and August 31st), a qualified biologist will conduct a nesting bird survey(s) no more than three (3) days prior to initiation of grading to document the presence or absence of nesting birds within or directly adjacent (200 ft -500 ft for raptors) to the Project site. The survey(s) will focus on identifying any raptors and/or bird nests that are directly or indirectly affected by construction activities. If active nests are documented, the qualified biologist will prepare and implement specific measures to prevent abandonment of the active nest. At a minimum, grading in the vicinity of a nest will be postponed until the young birds have fledged. The perimeter of the nest setback zone will be fenced or adequately demarcated with stakes and flagging at 20-foot intervals, and construction personnel and activities will be restricted from the area. The biologist shall establish a no-disturbance buffer around each active nest. The buffer area will be determined by the biologist based on the species present, surrounding habitat, and type of construction activities proposed in the area. The survey report will be submitted by the qualified biologist to the City of Ontario for review and approval prior to initiation of grading in the nest-setback zone. Additionally, the qualified biologist will serve as a construction monitor during those periods when construction activities occur near active nest areas to ensure that no inadvertent impacts on these nests occur. A final monitoring report of the findings, prepared by a qualified biologist, will be submitted to the City of Ontario documenting compliance with the CDFG Code. Any nest permanently vacated for the season would not warrant protection pursuant to the CDFG Code. **MM BIO-2 Focused Bat Survey.** Prior to implementation of Project activities, a qualified biologist shall be retained to determine whether potential roosting sites for bats may be affected. For large ornamental trees suitable for bat roosting/nursery, exit counts and acoustic surveys shall be performed prior to initial ground disturbance, vegetation or structure removal to determine whether the Project Site and a 300-foot buffer supports a nursery or roost, and by which species. This work will occur between late -spring and late summer and/or in the fall (generally mid-March through late October). If the results of the bat survey find a total of a single roosting individual of a special status bat species or 25 or more individuals of a non-special status bat species with

Resource Impact	Level of Significance	Mitigation Measure(s)
		potential to be present in the Project Site (i.e., western Mastiff bat, big free-tailed bat, or pallid bat), a Bat Management Plan shall be developed to ensure mortality to bats does not occur. For each location confirmed to be occupied by bats, the plan will provide details both in text and graphically where exclusion devises/and or staged tree removal will need to occur, the timing for exclusion work and the timeline and methodology needed to exclude the bats. The plan will need to be reviewed and approved by CDFW prior to disturbance of the root(s). **MM BIO-3 Focused and Preconstruction Burrowing Owl Surveys.** Focused surveys for burrowing owl will be conducted in accordance with the March 7, 2022, CDFG staff report on Burrowing Owl Mitigation. Specifically, A total of 4 surveys will be conducted: 1) at least one site visit between February 15th and April 15th, and 2) a minimum of three (3) surveys, at least three weeks apart, between April 15th and July 15th, with at least one visit after June 15th. A report of the findings prepared by a qualified biologist shall be submitted to the City of Ontario prior to any permit or approval for ground disturbing activities. A 14-day burrowing owl preconstruction survey will also be conducted immediately prior to the initiation of ground-disturbing construction to ensure protection for this species. The survey will be conducted in compliance with CDFW guidelines (CDFW 2012). A report of the findings prepared by a qualified biologist shall be submitted to the City of Ontario prior to any permit or approval for ground disturbing activities. If burrowing owls are detected on-site during the focused surveys or 14-day preconstruction survey efforts, during the breeding season (February 1st to August 31st) then construction activities shall be limited to beyond 300 feet of the active burrows until a qualified biologist has confirmed that nesting efforts are compete or not initiated. In addition to monitoring breeding activity, if construction is proposed to be initiated during the breeding season or active relocation is proposed, a burrowing owl relocation plan will be developed and approved by the City of Ontario, CDFW and USFWS. **MM BIO-4 Programmatic Assessment Area CEQA Analysis.** The Programmatic Assessment Area located within the southwest region of the Specific Plan Boundary, including APN's 1053-281-01, -02, -03, -04, -05, 07 and – 08, was not evaluated for biological resources as part of this analysis. To ensure that potential adverse effects to sensitive species and resources are reduced to a less than significant level, a focused biological resources assessment and impact analysis shall be conducted in the un-surveyed portion of the Specific Plan Boundary prior to approval of development within this region. In addition to completing CEQA review, any focused surveys and required mitigation measures shall be implemented prior to project approval and initiation of construction.
Impact 4.4-2	Less than Significant with Mitigation Incorporated	Refer to **MM BIO-4.**

Resource Impact	Level of Significance	Mitigation Measure(s)
Would the Project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	(Phase I Project) and Significant and Unavoidable (Phase II Only)	
Impact 4.4-3 Would the Project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	Less than Significant (Phase I Project) and Significant and Unavoidable (Phase II Only)	Refer to **MM BIO-4**.
Impact 4.4-4 Would the Project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	Less than Significant with Mitigation Incorporated (Phase I Project) and Significant and Unavoidable (Phase II Only)	Refer to **MM BIO-1** and **MM BIO-4.**
Impact 4.4-5 Would the Project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	Less than Significant with Mitigation Incorporated (Phase I Project) and Significant and Unavoidable (Phase II Only)	**MM BIO-5** **Tree Inventory.** Prior to implementation of Project site clearing or grading, a qualified biologist shall provide a tree inventory to ensure compliance with Ontario MC Section 6.05.020, Tree Preservation Policy and Protection Measures. Healthy Heritage Trees that are approved for removal shall be replaced with new trees with a total trunk diameter equal to the tree(s) removed, or as deemed appropriate by the Approving Authority based on lot size and available planting space. Replacement trees are to be in addition to the quantity of trees required for landscaping. The Approving Authority is responsible for reviewing the landscape plan and approving appropriate species for tree replacement (The Ontario Plan 2050).
Section 4.5: Cultural Resources		
Impact 4.5-1 Would the Project cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?	Significant and Unavoidable	**MM CUL-1** Prior to issuance of a demolition building permit, every effort shall be made to relocate the Milk Parlor (front portion). The building shall be offered at no cost for those who can relocate off site. Advertisements notifying the public of the opportunity to relocate the building shall be placed for a minimum of 30 days: on-site with temporary signage, in at least three local publications (newspapers, magazines, local organization newsletters), and on local bulletin boards. **MM CUL-2** Full documentation, including but not limited to as built drawing, historical narrative and Historic American Building Survey (HABS) photographs, of the historic resource pursuant to HABS Level 3 standards shall be submitted to the Planning Department for subsequent release to the Ovitt Family Community Library, Model Colony History Room prior to issuance of demolition building permit. **MM CUL-3** A mitigation fee pursuant to Section 7.01.030 of the Ontario Development Code shall be paid to the Planning Department prior to issuance of

Resource Impact	Level of Significance	Mitigation Measure(s)
		building permit for demolition. Mitigation fee is equal to 30% of the price per square foot construction cost as established in the most current International Code Council Building Valuation Data. The fee amount will be provided by the Planning Department at the time of payment. Funds will be deposited into the City's Historic Preservation Trust Fund. **MM CUL-4** A determination whether items within or on the resource should be salvaged shall be made by the Planning Department. The applicant shall be responsible for the removal, relocation and donation of such items selected for salvaging. An inventory of salvaged items shall be provided by the applicant to the Planning Department prior to be to issuance of building permit. **MM CUL-5** The applicant shall obtain a building permit prior to any demolition, relocation, or construction. **MM CUL-6** Develop a historic context report for significant persons in the dairy farm industry such as the Grant family. **MM CUL-7** Conduct a comparative study of other dairy areas within California such as the San Joaquin Valley, Arcata Bottoms in Humboldt County, and the Fresno region to further understand the significance of dairy farming at a local, regional, and statewide level. **MM CUL-8** Produce a short video documentary on the operations of a functioning dairy located within the Ontario Ranch area. The 12-15 minute documentary should focus on the dairy history, themes, site, building, and stories gathered from new and archived oral interviews, dairy context and recent dairy surveys.
Impact 4.5-2 Would the Project cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?	Less Than Significant with Mitigation Incorporated	**MM CUL-9** Prior to the issuance of any grading permits for the Project area, a Cultural Awareness Training Program shall be provided to all construction managers and construction personnel prior to commencing any ground disturbance work within the Project area. The training shall be prepared and conducted by a Qualified Archaeologist to the satisfaction of the City Planning Department. The training may be discontinued when ground disturbance is completed. Construction personnel shall not be permitted to operate equipment within the construction area unless they have attended the training. A copy of the training transcript and/or training video, as well as a list of the names of all personnel who attended the training and copies of the signed acknowledgment forms shall be submitted to the City Planning Department for their review and approval. **MM CUL-10** Should any cultural resources be discovered during Project implementation; the City Planning Department and a Qualified Archaeologist shall be notified to assess the nature and significance of the find. Should any cultural resources be deemed significant, the Qualified Archaeologist shall draft a treatment plan for review and approval by the City Planning Department. Tribes listed on the City's contact list for the Project shall be notified of any significance discovery that is Native American in origin and be given the opportunity to comment on the treatment plan prior to implementation. All final site records, reports, etc.

Resource Impact	Level of Significance	Mitigation Measure(s)
		associated with the discovery, evaluation, and treatment of cultural resources discovered during Project implementation shall be submitted to the South-Central Coastal Information Center (SCCIC).
Section 4.7: Geology and Soils		
Impact 4.7-3 Would the Project result in substantial soil erosion or the loss of topsoil?	Less than Significant with Mitigation Incorporated (Phase I Project) and Significant Unavoidable (Phase II Only)	**MM GEO-1** As specified in the Preliminary Geotechnical Investigation & Organic Soil/Manure Evaluation Report for the Euclid Mixed Use Specific Plan Project by Converse Consulting, cut/fill transitions should be eliminated from all level portions of the building pad areas. This should be accomplished by over excavating the entire "cut" portion of the building pad area by at least 5.0 feet below proposed grade and replacing the excavated materials as properly compacted fill, so that all footings for structures and walls are founded into engineered fill with a minimum of 3.0 feet of fill below footings for proposed structures and 2.0 feet below footings for proposed walls. No fill should be placed until excavations and/or natural ground preparation have been observed by the geotechnical consultant. The native soils encountered within the project sites are generally considered suitable for re-use as compacted fill. Excavated soils should be processed, including removal of roots and debris, removal of oversized particles, mixing, and moisture conditioning, before placing as compacted fill. On-site soils used as fill should meet the following criteria. ▪ No particles larger than 8 inches in largest dimension. ▪ Rocks larger than 4 inches should not be placed within the upper 12 inches of subgrade soils. ▪ Free of all significant organic matter, debris, or other deleterious material. ▪ Expansion index of 50 or less. ▪ Sand Equivalent greater than 15 (greater than 30 for pipe bedding). ▪ Contain less than 30 percent by weight retained in 3/4-inch sieve. ▪ Contain less than 40 percent fines (passing #200 sieve).
Impact 4.7-5 Would the Project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	Less than Significant with Mitigation Incorporated (Phase I Project) and Significant Unavoidable (Phase II Only)	**MM GEO-2** Stockpiled fill soils would be placed in deeper fills (at least 5 feet below proposed grade), landscaped areas, or non-structural fills, or blended with sandier soils on site outside of the subject fill stockpile in order to reduce the expansion potential of the stockpiled soils. The expansion potential of the finish-grade soils shall be tested at grading completion. Slabs-on-grade shall have a minimum thickness of 5 inches for support of nominal live loads and be reinforced with No. 3 bars spaced 24 inches or less on-centers both ways. Slab reinforcement shall be supported on concrete chairs so that the desired placement is properly placed per the design engineer. Structural design elements of slabs-on-grade, including but not limited to thickness, reinforcement, and joint spacing of more heavily loaded slabs shall be dependent upon the anticipated

Resource Impact	Level of Significance	Mitigation Measure(s)
		loading conditions and the modulus of subgrade reaction (200kcf) of the supporting materials and shall be designed by a structural engineer. Subgrade for slabs-on-grade shall be firm and uniform. All loose or disturbed soils, including under-slab utility trench backfill shall be recompacted. Prior to placing concrete, the subgrade soils below all floor slabs shall be pre-watered to achieve a moisture content that is equal to 100 percent of the optimum moisture content of the subgrade soils. The moisture content should penetrate to a minimum depth of 12 inches. This should promote uniform curing of the concrete and minimize the development of shrinkage cracks. **MM GEO-3** **Corrosive Materials**. Prior to issuance of a building permit, the Director of the City Public Works Department, or designee, shall verify that the Project Applicant/Developer has retained the services of a licensed corrosion engineer to provide detailed corrosion protection measures. Where steel may come in contact with on-site soils, project construction shall include the use of steel that is protected against corrosion. Corrosion protection may include, but is not limited to, sacrificial metal, the use of protective coatings, and/or cathodic protection. Additional site testing and final design evaluation regarding the possible on-site presence of significant volumes of corrosive soils shall be performed by the Project Geotechnical Consultant to refine and enhance these recommendations. On-site inspection during grading shall be conducted by a qualified corrosion consultant and City of Director of Public Works/City Engineer, or designee, to ensure compliance with geotechnical specifications as incorporated into Project plans.
Impact 4.7-7 Would the Project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	Less than Significant with Mitigation Incorporated	**MM GEO-4** In areas of documented or inferred archaeological and/or paleontological resource presence, City staff shall require applicants for development permits to provide studies to document the presence/absence of such resources. On properties where resources are identified, such studies shall provide a detailed mitigation plan based on the recommendations of a qualified cultural preservation expert. Additionally, a paleontological resource monitoring plan (PRMP) would be prepared and implemented. Periodic paleontological spot checks would be conducted when excavation exceeds depths of 5 feet to determine if older, paleontologically sensitive sediments are present. If present, monitoring would be implemented. Prior to the start of construction, a paleontological resource monitoring plan (PRMP) would be prepared and implemented. The Project's PRMP would implement the following procedures: ▪ A trained and qualified paleontological monitor would perform spot-check and/or monitoring of any excavations on the Project that have the potential to impact paleontological resources in undisturbed native sediments below five feet in depth. The monitor would have the ability to redirect construction activities to ensure avoidance of adverse impacts to paleontological resources.

Resource Impact	Level of Significance	Mitigation Measure(s)
		▪ The Project paleontologist may re-evaluate the necessity for paleontological monitoring after examination of the affected sediments during excavation, with approval from Lead Agency and Client representatives. ▪ Any potentially significant fossils observed shall be collected and recorded in conjunction with best management practices and Society of Vertebrate Paleontology professional standards. ▪ Any fossils recovered during mitigation shall be deposited in an accredited and permanent scientific institution for the benefit of current and future generations. ▪ A report documenting the results of the monitoring, including any salvage activities and the significance of any fossils, shall be prepared and submitted to the appropriate personnel.
Section 4.8: Greenhouse Gas Emissions		
Impact 4.8-1 Would the Project generate GHG emissions, either directly or indirectly, that could have a significant impact on the environment?	Less than Significant with Mitigation Incorporated	Refer to **MM AQ-2** through **AQ-6** in ***Section 4.3: Air Quality***. **MM GHG-1** Project development proposals with building permit applications on file with the City shall implement Screening Table Measures that achieve at least 100 points per the Screening Tables. The City shall verify that Screening Table Measures achieving the 100-point performance standard are incorporated in development plans prior to the issuance of building permit(s) and/or site plans (as applicable). The City shall verify implementation of the selected Screening Table Measures prior to the issuance of Certificate(s) of Occupancy. At the discretion of the City, measures that provide GHG reductions equivalent to GHG emissions reductions achieved via the Screening Table Measures may be implemented. Multiple development proposals may, at the discretion of the City, be allowed to collectively demonstrate achievement of at least 100 points per the Screening Tables.
Impact 4.8-2 Would the Project conflict with an applicable plan, policy, or regulation of an agency adopted for the purpose of reducing GHG emissions?	Significant and Unavoidable Impact	Refer to **MM AQ-2** through **MM AQ-6** in ***Section 4.3: Air Quality*** and **MM GHG 1** (refer to Impact Threshold 4.8-1).
Section 4.9-1: Hazards and Hazardous Materials		
Impact 4.9-1 Would the Project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	Less Than Significant with Mitigation Incorporated (Phase I Project) and Significant and Unavoidable (Phase II Only)	**MM HAZ-1** **Construction period testing.** Construction at the Project site shall be conducted under a Project-specific Construction Risk Management Plan (CRMP) to protect construction workers, the general public, and the environment from subsurface hazardous materials previously identified and to address the possibility of encountering unknown contamination or hazards in the subsurface. The CRMP shall summarize soil and groundwater analytical data collected on the Project sites during past investigations and during site investigation activities;

Resource Impact	Level of Significance	Mitigation Measure(s)
		delineate areas of known soil and groundwater contamination, if applicable; and identify soil and groundwater management options for excavated soil and groundwater, in compliance with local, state, and federal statutes and regulations. The CRMP shall: ▪ Provide procedures for evaluating, handling, storing, testing, and disposing of soil and groundwater during Project excavation and dewatering activities, respectively. ▪ Require the preparation of a Project-specific Health and Safety Plan that identifies hazardous materials present, describes required health and safety provisions and training for all workers potentially exposed to hazardous materials in accordance with State and Federal worker safety regulations, and designates the personnel responsible for Health and Safety Plan implementation. ▪ Require the preparation of a contingency plan that shall be applied should previously unknown hazardous materials be encountered during construction activities. The contingency plan shall include provisions that require collection of soil and/or groundwater samples in the newly discovered affected area by a qualified environmental professional prior to further work, as appropriate. The analytical results of the sampling shall be reviewed by the qualified environmental professional and submitted to the appropriate regulatory agency. The environmental professional shall provide recommendations, as applicable, regarding soil/waste management, worker health and safety training, and regulatory agency notifications, in accordance with local, state, and federal requirements. Work shall not resume in the area(s) affected until these recommendations have been implemented under the oversight of the County or regulatory agency, as appropriate. ▪ Designate personnel responsible for implementation of the CRMP. The CRMP shall be submitted to the County for review and approval prior to the issuance of construction and demolition permits. **MM HAZ-2** **Soil Management Plan.** Prior to issuance of a grading permit, the Project applicant shall retain a qualified environmental consultant to prepare a Soil Management Plan that details procedures and protocols for on-site management of soils containing potentially hazardous materials. The SMP would be implemented during grading activities on-site to ensure that soils containing

Resource Impact	Level of Significance	Mitigation Measure(s)
		residual levels of hydrocarbons or arsenic are properly identified, monitored, and managed on-site, and include the following: ▪ A certified hazardous waste hauler shall remove all potentially hazardous soils. In addition, sampling of soil shall be conducted during excavation to ensure that all petroleum hydrocarbon and arsenic impacted soils are removed, and that Environmental Screening Levels (ESLs) for non-residential uses are not exceeded. Excavated materials shall be transported per California Hazardous Waste Regulations to a landfill permitted by the State to accept hazardous materials. ▪ Any subsurface materials exposed during construction activities that appear suspect of contamination, either from visual staining or suspect odors, shall require immediate cessation of excavation activities. Soils suspected of contamination shall be tested for potential contamination. If contamination is found to be present per the Department of Toxic Substances Control Screening Levels for industrial/commercial land use (DTSCSLi) and the U.S. EPA Regional Screening Levels for industrial/commercial land use (EPARSLi), it shall be transported and disposed of per state regulations to an appropriately permitted landfill. ▪ The SMP shall include a Health and Safety Plan (HSP) that addresses potential safety and health hazards and includes the requirements and procedures for employee protection; each contractor will be required to have their own HSP tailored to their particular trade that addresses the general project safety requirements. The HSP shall also outline proper soil handling procedures and health and safety requirements to minimize worker and public exposure to hazardous materials during construction. ▪ The SMP shall be prepared and executed in accordance with South Coast Air Quality Management District (SCAQMD) Rule 1166, Volatile Organic Compound Emissions from Decontamination of Soil. The SMP shall require the timely testing and sampling of soils so that contaminated soils can be separated from inert soils for proper disposal. The SMP shall specify the testing parameters and sampling frequency. Anticipated testing includes total petroleum hydrocarbons (TPH), volatile organic compounds (VOCs), and semi-volatile organic compounds (SVOCs). During excavation, Rule 1166 requires that soils identified as contaminated shall be sprayed with water or another

Resource Impact	Level of Significance	Mitigation Measure(s)
		approved vapor suppressant or covered with sheeting during periods of inactivity of greater than an hour, to prevent contaminated soils from becoming airborne. Under Rule 1166, contaminated soils shall be transported from the project site by a licensed transporter and disposed of at a licensed storage/treatment facility to prevent contaminated soils from becoming airborne or otherwise released into the environment. ▪ All SMP measures shall be printed on the construction documents, contracts, and project plans prior to issuance of grading permits. ▪ The SMP would also include procedures for the safe handling and transportation of soils on the Project Site that may impact sensitive receptors such as schools. **MM HAZ-3** Prior to the commencement of any construction-related site activities (clearing, demolition, grading etc.), all above-ground storage tanks (ASTs) and underground storage tanks (USTs) shall be removed. ASTs storing diesel shall be disposed of by a State of California licensed contractor and in compliance with the required San Bernardino County Fire Department (SBCFD) Hazardous Materials Division regulations for tank removals. For stained soils in the vicinity of diesel containing ASTs, as identified in the Phase I Environmental Site Assessment (ESA) dated July 29, 2021 soil samples shall be collected, as directed by the SBCFD inspector, for chemical analysis at a laboratory licensed by the State of California. If contaminated soils are encountered, a soil management plan shall be prepared to manage the stained soils during redevelopment. USTs shall be removed through reviewing available files at the SBCFD and ensuring the proper removal of the UST and a subsurface investigation to determine if the UST had impacted the subsurface. **MM HAZ-4** Prior to the issuance of grading permits, the Project applicant shall conduct testing for the presence of methane on the Project site, in accordance with DTSC methane assessment guidelines. The Project applicant shall prepare a methane gas soil survey and implement grading activity recommendations to the satisfaction of the City Building Department. This survey and recommendation shall include a post-construction soil gas investigation and installation of methane gas mitigation systems where post-grading methane levels exceed 5,000 ppmv, should any such levels occur. **MM HAZ-5** Following drainage of the on-site ponds, the Project applicant shall conduct a limited Phase II subsurface assessment of sediments to evaluate the sediments for chemical risks to human health and the environment. If contamination from dairy and animal-related wastes is encountered at a level above Environmental Screening Levels (ESLs) for non-residential uses, the appropriate

Resource Impact	Level of Significance	Mitigation Measure(s)
		environmental agency (Regional Water Quality Control Board, Department of Toxic Substance Control, South Coast Air Quality Management District) shall be notified. Any contamination identified as a result of such testing/sampling shall be investigated and removed or remediated to the satisfaction of the environmental agency and established Regional Screening Levels with evidence provided to the City, such that there are no residual significant impacts following mitigation. Prior to allowing the commencement of any soil removal or hauling activities at the Proposed Project, the City will review and/or evaluate potential air quality impacts (criteria pollutants and toxic air contaminants from equipment exhaust, earthmoving, and other on-site remedial activities, as applicable) to verify that impacts are properly assessed and disclosed in accordance with CEQA. **MM HAZ-6** Prior to the issuance of a demolition permit for any buildings or structures on-site, the Project applicant shall conduct comprehensive ACM and mercury contamination surveys to identify the locations and quantities of ACM and mercury in above-ground structures. The Project applicant shall retain a licensed or certified asbestos consultant to inspect buildings and structures on-site. The consultant's report shall include requirements for abatement, containment, and disposal of ACM, if encountered, in accordance with the South Coast Air Quality Management District's Rule 1403. Prior to issuance of a demolition permit of the onsite structure, preparation of a demolition plan for the safe dismantling and removal of building components and debris including a plan for lead and asbestos abatement shall be required. The demolition plan shall be submitted to the City for review and approval prior to commencement of construction activities.
Impact 4.9-2 Would the Project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	Less Than Significant with Mitigation Incorporated (Phase I Project) and Significant and Unavoidable (Phase II Only)	Refer to **MM HAZ-1** through **MM HAZ-6.**
Impact 4.9-3 Would the Project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	Less Than Significant Impacts with Mitigation Incorporated (Phase I Project) and Significant and Unavoidable (Phase II Only)	Refer to **MM HAZ-2.**
Impact 4.9-4 Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to	Less Than Significant Impacts with Mitigation Incorporated	Refer to **MM HAZ-5**.

Resource Impact	Level of Significance	Mitigation Measure(s)
Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?		
Section 4.16: Tribal Cultural Resources		
Impact 4.16-1 Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code § 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is: i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code 5020.1(k), or ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code § 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code § 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	Less than Significant Impact with Mitigation Incorporated	Refer to ***Section 4.5: Cultural Resources*** for **MM CUL-6** and **MM CUL-7**.

2.0 INTRODUCTION AND PURPOSE

2.1 Purpose of the Environmental Impact Report

The California Environmental Quality Act (CEQA) requires that all state and local governmental agencies consider the environmental consequences of projects over which they have discretionary authority before taking action on those projects. This Draft Environmental Impact Report (EIR) has been prepared to satisfy CEQA (Public Resources Code [PRC] Section 21000 et seq.) and the State CEQA Guidelines (California Code of Regulations Section 15000 et seq.). The EIR is a public document designed to provide decision-makers and the public with an analysis of the environmental effects of the proposed project, to indicate possible ways to reduce or avoid environmental impacts and to identify alternatives to the project. The EIR must also disclose significant environmental impacts that cannot be avoided; growth-inducing impacts; effects not found to be significant; and significant cumulative impacts of all past, present, and reasonably foreseeable future projects.

CEQA requires each EIR to reflect the independent judgment of the "Lead Agency." The Lead Agency is "the public agency which has the principal responsibility for carrying out or approving a project which may have a significant effect upon the environment" (PRC Section 21067). The City of Ontario (City) has the principal responsibility for approval of the Euclid Mixed Use Specific Plan Project ("Project" or "proposed Project"). For this reason, the City is the CEQA Lead Agency for this Project.

The Lead Agency exercises its independent judgment on questions, including but not limited to the thresholds of significance used to analyze project impacts, analyses, and conclusions regarding the level of significance of impacts both before and after mitigation, the identification and application of mitigation measures to avoid or reduce project-related impacts, and the consideration of alternatives to the proposed Project. In preparing this EIR, the City has employed CEQA and environmental technical specialists, but, the City, as the Lead Agency, has reviewed and revised all submitted drafts, technical studies, and reports as necessary to reflect its own independent judgment, including reliance on City technical personnel from other departments and review of all technical subconsultant reports. Therefore, the analyses and conclusions set forth in this EIR reflect the independent judgment of the City as Lead Agency.

The intent of the Draft EIR is to provide sufficient information on the potential environmental impacts of the Project to allow the City to make an informed decision regarding approval of the Project. The Draft EIR is also intended to inform responsible agencies, decision-makers, and the general public about the potential environmental effects of the development and operation of the Project. Specific discretionary actions to be reviewed by the City are described in ***Section 3.0: Project Description***.

2.2 Notice of Preparation

The City determined that an EIR would be required for this Project and issued a Notice of Preparation (NOP) (see ***Appendix A: Notice of Preparation and Scoping Meeting Materials***). CEQA Guidelines §15063 provides that if a lead agency determines that an EIR will clearly be required for a project, an Initial Study is not required; therefore, an Initial Study was not prepared for this project. Comments received during

the public review period, from February 10, 2023, to March 13, 2023, are provided in ***Appendix A***. In addition, a public scoping meeting was held on February 22, 2023, via Zoom. Members of the public, the Project applicant and its consultants, and staff were able to participate in the meeting via Zoom. The meeting was recorded, and the meeting presentation is contained in ***Appendix A***.

A total of eight letters were received in response to the NOP. The comment letters received during the NOP comment period are included in ***Appendix A***.

Table 2-1: NOP Written Comments Summary compiles the comment letters received from commenting agencies/persons during the NOP process and identifies the section(s) of the Draft EIR where the issues are addressed.

Table 2-1: NOP Written Comments Summary

Commenting Agency/Person		Letter Dated	Summary of Comments	Issue Addressed in:
Native American Heritage Commission	Cameron Vela, Cultural Resource Analyst	February 14, 2023	• Tribal Consultation recommendation for Californian Native American Tribes that are traditionally and culturally affiliated with the geographic area of the Project. • AB 52 and SB 18 compliance and additional requirements.	***Section 4.5: Cultural Resources*** and ***Section 4.16: Tribal Cultural Resources***
Council of Carpenters	Mitchell M. Tsai, Attorneys for Southwest Regional	February 22, 2023	• The City should require the use of a local workforce to benefit the community's economic development and environment. • The City should impose training requirements for the project's construction activities to prevent community spread of Covid-19 and other infectious diseases.	Not Applicable
Riverside County Airport Land Use Commission	Jackie Vega, Urban Regional Planner I	February 27, 2023	• Project is located outside Riverside County and therefore not within our jurisdiction. • Request to reference Chino Airport Compatibility plan and noted that Ontario Airport is another surrounding airport.	***Section 3.0: Project Description***; ***Section 4.11: Land Use***; ***Section 4.9: Hazards***
Southern California Gas Company	Will Liao, Region Planning Supervisor	March 2, 2023	• Request that the builder contact USA / Dig Alert prior to any excavation activities, so that personnel can go out to perform Locate & Mark.	Not Applicable
Southern California Association of Governments	Frank Wen, Ph.D., Manager, Planning Strategy Department	March 9, 2023	• Request further environmental documentation for review.	***Section 4.15: Transportation and Traffic; Appendix I***
South Coast Air Quality Management District	Sam Wang, Program Supervisor, CEQA IGR	March 10, 2023	• Recommends that South Coast AQMD's CEQA Air Quality Handbook and website be used as guidance when preparing the air quality and greenhouse gas analyses. • Use the CalEEMod2 land use emissions software. • Quantify criteria pollutant emissions and compare the emissions to South Coast AQMD's CEQA regional pollutant emissions significance thresholds and localized significance thresholds to determine the Proposed Project's air quality impacts. • Identify any potential adverse air quality impacts that could occur from all phases of the Proposed Project and all air pollutant sources related to the Proposed Project. • Air quality impacts from both construction (including demolition, if any) and operations should be calculated. • Emissions from the overlapping construction and operational activities should be combined and compared to South Coast AQMD's regional air quality CEQA operational thresholds to determine the level of significance.	***Section 4.3: Air Quality; Section 4.8: Greenhouse Gas Emissions; Appendix B***

Commenting Agency/Person		Letter Dated	Summary of Comments	Issue Addressed in:
			• If diesel emissions generated from long-term construction or attracts diesel-fueled vehicular trips, perform a mobile source health risk assessment. • In the event of significant adverse air quality impacts, all feasible mitigation measures that go beyond what is required by law be utilized to minimize impacts; any impacts resulting from mitigation measures must also be analyzed.	
City of Chino	Chris Cortez, Assistant Planner	March 13, 2023	• Any intersection in Chino where project trips are likely to reach 50 peak hour trips will be included for evaluation within the Project's EIR per Chino TIA Guidelines. • Access points along Euclid should be minimized to meet/maintain the roadway classification of an expressway when considering the project's internal roadway network alignment. • The project is in the vicinity of the City of Chino's water treatment facility. Grading and other associated construction activities performed at the various phases of development are pertinent to adhere to the State Water Resources Control Board's General Permit requirements to control dust and other pollution. • The City of Chino has critical water main infrastructure within the right-of-way of Schaefer Avenue. Temporary and permanent construction activities shall provide protection of the existing 16-inch and 18-inch water mains. Installation of any sewer lines 24 inches or larger within 10 feet of the City of Chino water mains should be reviewed by City of Chino Water Division. • Additionally, take note of the uses and setbacks on the south side of Schaefer Avenue, as these would likely extend easterly to the Eastside Water Treatment Facility. • The SCE easement which also extends to the EWTF may also be affected by said setbacks.	***Section 4.15: Transportation and Traffic;*** **Appendix I** ***Section 4.10: Hydrology and Water Quality;*** **Appendix G**
Californians Allied for a Responsible Economy (CARE CA)	Jeff Modrzejewski, Executive Director	March 13, 2023	• CARE CA respectfully requests complete analysis of CEQA impacts, imposition of all feasible mitigation and study of a reasonable range of alternatives, including at least two environmentally superior alternatives to the Project. • Avoid developing narrow project objectives as to exclude any meaningful alternative other than the Project. • Make all efforts to minimize air quality effects to the greatest extent possible. This in part means that a Health Risk Assessment must be	***Section 4.1: Aesthetics*** through ***Section 7.0: Effects Found Not to be Significant*** See ***Appendix B: Air Quality – Greenhouse Gas Emissions Reports***

Commenting Agency/Person		Letter Dated	Summary of Comments	Issue Addressed in:
			prepared as part of the DEIR. The HRA should include both construction and operational diesel PM emissions and cancer risk assessment, and account for other emission sources such as backup generators. • To determine the significance of the Project's GHG, the City should avoid attempts at threshold shopping to secure a favorable less than significant result for the Project. If the City adopts a qualitative analysis, then the DEIR should provide a detailed explanation if numeric thresholds, adopted by various air districts are not used in the analysis. We also urge the City to adopt thresholds that embody climate change's existential threat to humankind. Aside from identifying an appropriate threshold backed with substantial evidence, we expect a detailed discussion on the Applicant's plan to offset the Project's GHG emissions. • Mitigation measures must be effective and enforceable. Every effort must be made to incorporate modern technology in the mitigation measures and MMRP. • Provide all sources and referenced materials when the DEIR is made available.	

The NOP process helps determine the scope of the environmental issues to be addressed in the Draft EIR. Based on this process for the Project, certain environmental categories were identified as having the potential to result in significant impacts. Issues considered Potentially Significant are addressed in this Draft EIR in detail, but effects found not to be significant are briefly discussed in ***Section 7.0: Effects Found not to be Significant***.

Native American Consultation

The City initiated Native American consultation concurrent with the NOP scoping process, pursuant to Assembly Bill (AB) 52 and Senate Bill (SB) 18. Letters were sent to the applicable tribes and are contained in ***Appendix D: Cultural Resources Documentation***.

2.3 Scope of this Draft Environmental Impact Report

The scope of the Draft EIR was determined based on comments received in response to the NOP. A scoping meeting was also conducted by the City. Pursuant to State CEQA Guidelines, Sections 15126.2 and 15126.4, the Draft EIR should identify any potentially significant adverse impacts and recommend mitigation that would reduce or eliminate these impacts to levels of insignificance.

The information in ***Section 3.0: Project Description***, establishes the basis for analyzing future, project-related environmental impacts.

Impacts Considered Less Than Significant

During preparation of the Draft EIR, the City determined that three environmental impact categories were not significantly affected by or did not affect the proposed Project. These categories are not discussed in detail in this Draft EIR.

- Mineral Resources
- Recreation
- Wildfire

Potentially Significant Adverse Impacts

The City determined that 17 environmental factors have potentially significant impacts if the proposed Project is implemented.

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Noise
- Population and Housing
- Public Services
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems

Unavoidable Significant Impacts

This Draft EIR identifies several significant and unavoidable impacts, as defined by CEQA, that would result from implementation of the proposed Project. Unavoidable significant impacts may be considered significant on a project-specific basis, cumulatively significant, and/or potentially significant. Pursuant to State CEQA Guidelines Section 15093, for any project having unavoidable significant impacts, the City must prepare a "statement of overriding considerations" before it can approve the Project, attesting that the decision-making body has balanced the benefits of the proposed Project against its unavoidable significant environmental effects and has determined that the benefits outweigh the adverse effects, and therefore the adverse effects are considered acceptable. The impacts that were found in the Draft EIR to be significant and unavoidable are found in these sections:

- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials

2.4 Incorporation by Reference

In accordance with State CEQA Guidelines Section 15150, the following documents are hereby incorporated by reference into this EIR and are made available for public review on their respective websites.

The Ontario Plan 2050: The City's General Plan underwent a technical update and was adopted as The Ontario Plan (TOP) 2050 on August 16, 2022. TOP 2050 states long-term goals, principles, and policies for achieving Ontario's Vision. It guides growth and development to achieve optimum results from the City's physical, economic, environmental, and human resources. TOP 2050 is made up of nine elements: Land Use, Housing, Mobility, Safety (including Noise), Environmental Resources (including Conservation), Parks and Recreation (including Open Space), Community Economics, Community Design, and Social Resources. Environmental Justice is woven throughout the Policy Plan. The Policy Plan is intended to be a long-term policy document. It includes abiding principles for each element, goals, and policies. TOP 2050 can be found here: https://www.ontarioca.gov/OntarioPlan.

The Ontario Plan 2050 Supplemental EIR: The Ontario Plan (TOP) 2050 Supplemental EIR (SCH Number 2021070364) is an update to the approved TOP 2009; therefore, TOP 2050 Supplemental EIR relies on the findings of the 2009 Draft EIR, 2010 Recirculated Draft EIR, and 2010 Final EIR and, per CEQA Guidelines Section 15163, contains all of the information necessary to ensure that the certified TOP EIR fully evaluates the TOP 2050. These documents, though discussed separately here, are collectively referred to in the TOP 2050 Supplemental EIR as the 2010 Certified EIR. In accordance with CEQA Guidelines Sections 15148 and 15150, this TOP 2050 Supplemental EIR incorporates the 2010 Certified EIR (and its constituent parts) by

reference. TOP 2050 Supplemental EIR, certified August 2022, addresses the short and long-term effects of buildout of the City, which includes development of the Project area. Mitigation measures were imposed for impacts determined to be significant or potentially significant. Significant and unavoidable impacts were identified for agricultural resources, air quality, cultural resources, greenhouse gas emissions, noise, and transportation. TOP policies that are related to the proposed Project are cited in various sections throughout this EIR.

The TOP 2050 Supplemental EIR can be found here:

https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf .

Ontario Development Code: This Development Code is enacted to assist in the implementation of Federal and State planning, zoning, development, subdivision, and environmental laws, and TOP, and guide the orderly development of the City in a manner that promotes and protects the public health, safety, comfort, convenience, prosperity, and welfare of its inhabitants. The Development Code is referenced throughout this document as regulations governing development and land use activities within the City. Regulatory information from the Development Code is cited in various sections of this EIR. The development code can be found here: https://www.ontarioca.gov/Planning/Applications.

San Bernardino County Countywide Plan: The County of San Bernardino adopted the County Countywide Plan in 2020. The Countywide Plan is comprised of four sections: Policy Plan, Business Plan, Community Action Guides, and Environmental Documents. The County Policy Plan is an update and expansion of the County's General Plan for the unincorporated areas. As an update of the County's General Plan and Community Plans, the Policy Plan addresses physical, social, and economic issues facing the unincorporated portions of the County. It also addresses supportive services for adults and children, healthcare services, public safety, and other regional county services provided to both incorporated and unincorporated areas. As part of its Policy Plan, the County includes the following eight elements: 1) Land Use; 2) Infrastructure & Utilities; 3) Transportation & Mobility; 4) Natural Resources; 5) Hazards; 6) Personal & Property Protection; 7) Economic Development; and 8) Health & Wellness. The Policy Plan was used throughout this EIR since it contains information, policies, and regulations relevant to the proposed Project.

This document is available for review on the County's website at: http://countywideplan.com/policy-plan.

Southern California Association of Governments (Connect SoCal): The 2020-2045 Southern California Association of Governments (SCAG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), also known as Connect SoCal, is a long-range visioning plan that balances future mobility and housing needs with economic, environmental, and public health goals. Connect SoCal embodies a collective vision for the region's future and addresses the cumulative impact of future development and associated infrastructure improvements for SCAG regions. It is developed with input from local governments, county transportation commissions, tribal governments, non-profit organizations, businesses, and local stakeholders within SCAG regions such as San Bernardino County and the City. Connect SoCal can be found here: https://scag.ca.gov/connect-socal.

Ontario Ranch Business Park Final Subsequent EIR. The Ontario Ranch Business Park Final Subsequent EIR addressed the environmental effects and comments from public agencies and interested parties associated with the implementation of the Ontario Ranch Business Park Specific Plan Amendment project, located south of the proposed Euclid Mixed Use Specific Plan Project area. The Ontario Ranch Business Park Final Subsequent EIR is specifically relevant as it addressed the impacts of constructing regional infrastructure necessary to serve the developing southwestern industrial sector of the City of Ontario.

This document is available for review on the City's website at:

https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/Environmental%20Documents/ORBP/01%20ORBP%20II%20SPA%20Final%20SEIR.pdf.

2.5 Environmental Impact Report Process

This Draft EIR is being circulated for public review for 45 days. Interested agencies and members of the public are invited to provide written comments on the Draft EIR to the City address shown on the title page of this document. Upon completion of the 45-day review period, the City will review all written comments received and prepare written responses for each. A Final EIR will incorporate the received comments, responses to the comments, and any changes to the Draft EIR that result from comments. The Final EIR will be presented to the City for potential certification as the environmental document for the Project. All persons who comment on the Draft EIR will be notified of the availability of the Final EIR and the date of the public hearing where the City will consider whether to certify the Final EIR.

The Draft EIR is available to the general public for review at various locations:

- City of Ontario, Planning Department, 303 East "B" Street, Ontario, CA 91764
- Ontario Main Library 215 East "C" Street, Ontario, CA 91764
- City's website: https://www.ontarioca.gov/Planning/Reports/EnvironmentalImpact

3.0 PROJECT DESCRIPTION

3.1 Project Location and Settings

The Euclid Mixed Use Specific Plan Project (Project) is made up of 18 existing parcels totaling 84.1 acres in the City of Ontario (City). The City is located approximately 40 miles east of downtown Los Angeles, 20 miles west of downtown San Bernardino, and 30 miles north from the Orange County line. (See ***Figure 3-1: Regional Location***).

Regional access to the Project site is provided by State Route 83 (SR-83; Euclid Avenue), which connects to State Route 60 (SR-60) and Interstate 10 (I-10) to the north; Interstate 15 (I-15) approximately 5.5 miles to the east; and State Route 71 (SR-71) approximately 4.3 miles to the west. SR-71 connects the Project to State Route 91 (SR-91) in unincorporated Riverside County.

The Project site is in the southwestern portion of the City, immediately east of the City of Chino in San Bernardino County. The proposed Project site is bounded by Schaefer Avenue on the north, Sultana Avenue on the east, Edison Avenue on the south, and Euclid Avenue on the west (See ***Figure 3-2: Local Vicinity Map*** and ***Figure 3-3: Project Boundary***). The Assessor Parcel Numbers (APNs) for this Project are 1053-071-01, -02, -03, -04; 1053-211-01, -02, -05; 1053-281-01, -02, -03, -04, -05, -07, -08; 1053-081-01, -02, -03, -04.

The Project specific plan will create guidelines that will: address the Project's consistency with The Ontario Plan (TOP) 2050 Update; provide a development plan, which specifies land uses, circulation, infrastructure, streetscape, and landscape plans applicable to properties within the Project area; establish procedures for reviewing individual projects; implement design guidelines to create a visually attractive environment; and summarizes the development review process; and specifies provisions for administration and implementation of the Project.

3.2 Project Site and Surrounding Land Uses

The 84.1-acre Project site is currently occupied by agricultural uses, including the raising of livestock, dairy farming activities, and a commercial nursery. Dairy farming and agriculture have been the primary uses of the Project site since before the 1930s. The majority of the site exists as fallow or cultivated fields. There is a private recreational vehicle facility in the southwestern portion of the site and a scrap yard at the intersection of Euclid Avenue and Edison Avenue. Various non-conforming single family residential structures, as well as agricultural related buildings and open structures are located within the Project site. Two Southern California Edison (SCE) easements extend across the Project site. No structures are located within the SCE easements; however, they have been used for various agricultural uses historically.

Existing uses surrounding the Project site are similar to those on the site. Ongoing crop farming is located to the north of the Project site and a vacant property that was a former dairy farm is located to the east of the site. The property to the south is currently utilized for residential, farming, or trucking related uses. North across Schaefer Avenue is an existing dairy farm; south across Edison Avenue is an existing trucking facility; east across Sultana Avenue is vacant land and an existing trucking facility; west across

Euclid Avenue, is the City of Chino with existing commercial and residential uses, and a truck/trailer storage yard (see ***Figure 3-4: Surrounding Land Uses***).

Existing Zoning and Land Use Designations

The existing land use designations for the Project site are consistent with the TOP's existing land designations (see ***Figure 3-5: Existing Land Use and Zoning***). The City's TOP designates the Project site for development of Business Park (BP) at 0.6 FAR, and Mixed-Use (MU) at 14.0 to 65.0 du/ac; 1.5 FAR office; 1.0 FAR retail, and includes portions designated for Open Space-Non-Residential (OS-NR).[1]

TOP land use designations for the Project site by parcel number are as follows:

- Business Park
    - APN: 1053-071-01, -02, -03, -04; 1053-211-01, -02, -05; 1053-081-01, -02, -03, -04.
- Mixed-Use
    - APN: 1053-281-01, -02, -03, -04, -05, , -07, -08.

Additionally, the southern portion of the Project site is located within TOP 2050 South Euclid District Place Type. Lying at the southwest corner of the City, the South Euclid District Place Type is envisioned to develop as a vertically- and horizontally mixed-use area to serve the populations of newly developing Ontario Ranch and adjoining communities.[2] The district will include a range of housing types integrated within and alongside retail, commercial, and office uses, as well as public spaces and trails that connect the "Great Park" to Euclid Avenue. The area is intended to be highly walkable with pedestrian-oriented site design and road network and transit stops with amenities.

The southern portion of the Project site is also within the Great Park Corridor. Sites within the Great Park Corridor are currently zoned Specific Plan (SP) Zoning District with an Agricultural Overlay (SP-AG), but no specific plan has been adopted, and they will be rezoned to SP-AG Affordable Housing (AH) for inclusion in the Affordable Housing Overlay District described within the City's Housing Element.[3] The SP-AG-AH Overlay will establish a minimum density of 20 du/ac, and allow TOP 2050 designation to govern the maximum densities for each site. The Agriculture Overlay District will remain in place until the parcel is ready for development consistent with TOP 2050 and Affordable Housing Overlay District. Property owners and developers alike have expressed interest in redeveloping this area, so existing agricultural operations are not expected to limit development potential. Sites in this area would have TOP 2050 designations of Medium Density Residential and Mixed-Use (MU). Medium-Density Residential will allow a range of 20-30 du/ac for projects with at least 25 percent of units affordable to lower incomes, and a range of 20-25 du/ac for all other projects. Two different MU areas are proposed in this opportunity area, Mixed-Use Eucalyptus/Chino Airport (MU-EU) allowing 20-45 du/ac and Mixed-Use Great Park allowing

[1] City of Ontario. 2022. *TOP 2050, Figure LU-01, Official Land Use Plan.* https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/Land%20Use/Figure%20LU-01%20Official%20Land%20Use%20Plan_0.pdf. (accessed October 2022).

[2] City of Ontario. 2022. *TOP 2050, Page 107*. https://www.ontarioca.gov/OntarioPlan. (accessed March 2023).

[3] City of Ontario. 2022. *TOP 2050, Housing Element, page H-282*. https://www.ontarioca.gov/about-ontario-ontario-plan-policy-plan/housing. (accessed July 2023).

20-65 du/ac. With TOP 2050 and zoning changes noted in Program 13, all sites identified support densities necessary to facilitate lower- and moderate-income housing development.[4]

TOP designates the surrounding areas in Ontario Ranch for Commercial, Residential, and Mixed-Use development.

The existing zoning designation is Specific Plan (SP) Zoning District with an Agricultural (AG) Overlay.[5] The SP District designation requires approval of a specific plan by the City for urban development of the Project site. The Specific Plan will be the zoning for the Project site, consistent with TOP 2050.

Surrounding Land Uses

The existing uses in the vicinity include:

- North across Schaefer Avenue: dairy farm
- South across Edison Avenue: trucking facility
- East across Sultana Avenue: vacant and existing trucking facility
- West across Euclid Avenue (City of Chino): existing commercial and residential uses, truck/trailer storage

Environmental Characteristics

Topography

The Project site slopes gently from the northeast to the southwest and south. Drainage appears to flow south and southwest. Site elevations range from approximately 730 feet above mean sea level (msl) in the northeast portion of the site to approximately 690 feet above msl in the southwest portion of the site.

Biology

As a part of the Biological Resources Technical Report prepared for the Project (***Appendix C: Biological Resources Reports***), species and habitat information were gathered from relevant databases to determine which species and/or habitats would be expected to occur on-site. Based on the results of the field investigation, no special-status plant or animal communities were observed on-site. No impacts to jurisdictional waters would occur based on the limits of the improvements and therefore no regulatory permits are necessary. Refer to ***Section 4.4: Biological Resources***, for further discussion.

Hydrology

According to the Geotechnical Investigation conducted for the Project (***Appendix E: Geotechnical Reports***), groundwater was not encountered during the investigation. Based on the available data and the findings of the investigation, the historical high groundwater level and the current groundwater level is estimated to be deeper than 137 feet below ground surface. Groundwater is not expected to be encountered during construction of the Project. It should be noted that the groundwater level could vary

[4] Ibid.
[5] City of Ontario. 2022. *Zoning Map*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/Zoning%20Map/Zoning_20220415_Rev1.pdf. (accessed March 2023).

depending upon the seasonal precipitation and possible groundwater pumping activity in each site vicinity. Perched water layers at depth may be present locally, particularly following high precipitation and irrigation events. Refer to ***Section 4.10: Hydrology and Water Quality***, for further discussion.

Seismic Conditions

The Project site is not located within an Alquist-Priolo Earthquake Fault Zone, and no evidence of faulting was identified during the Geotechnical Investigation. There are no Alquist-Priolo Earthquake Fault Zones within the Project area. The nearest Alquist-Priolo Earthquake Fault Zone, the Elsinore Fault Zone, is approximately 3.5 miles southwest of the Project site.[6] This fault is a north to northwest trending reverse fault that dips steeply towards the southwest.

There have been no notable earthquakes, of a magnitude of 5.5 or more, affecting the Ontario-Chino region within the last 50 years. The most recent earthquake, the 2008 Chino Hills Earthquake, occurred southwest of the Project site and had a magnitude of 5.4. See ***Section 4.6: Geology and Soils*** for further discussion.

Flood Zone Information

According to the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program's Flood Insurance Rate Maps (FIRM) (Map No. 06071C8620H and 06071C9335H, rev. August 28, 2008), the majority of the Project site lies Zone D, an area where there are possible but undetermined flood hazards.[7] See ***Section 4.9: Hazards and Hazardous Materials*** and ***Section 4.10: Hydrology and Water Quality***, for further discussion.

Hazards and Hazardous Materials

According to the Phase I and II Environmental Site Assessment conducted for the Project (***Appendix F: Phase I and II Environmental Site Assessment***), the site was previously developed for agricultural uses from as early as 1933 to the present day. Between 1946 and the present, the Project site was used agriculturally, including one dairy operation on the western portion of the site, and another dairy operation on the northeastern portion of the site. From as early as 2006, the current plant nursery operation on the southwestern portion of the Property was noted as well. Recognized Environmental Conditions were identified on-site. Refer to ***Section 4.9: Hazards and Hazardous Materials***, for further discussion.

Airport Influence Areas

Ontario International Airport Influence Area

The Ontario International Airport Land Use Compatibility Plan (ONT ALUCP) was adopted by the Ontario City Council on April 19, 2011. The intent of a compatibility plan is to avoid conflicts between airport

[6] California Geological Survey. 2023. *Earthquake Zones of Required Investigation*. https://maps.conservation.ca.gov/cgs/EQZApp/app/. (accessed July 2023).

[7] Federal Emergency Management Act. ND. *National Flood Hazard Layer (NFHL) Viewer*. https://hazards-fema.maps.arcgis.com/apps/webappviewer/index.html?id=8b0adb51996444d4879338b5529aa9cd&extent=-117.81426821289033,33.99346556420189,-117.48193178710954,34.1356709592875. (accessed January 2023).

operations and surrounding land uses. The Project area is not within the safety, noise impact, or airspace protection zones of the ONT ALUCP; however, it is within the Airport Influence Area, as is the entire City.

Chino Airport Overlay Zone

The Project site is located directly north of the Chino Airport and within the Chino Airport, airport influence areas. The City is currently preparing an ALUCP for Chino Airport which relies on the California Airport Land Use Planning Handbook published by Caltrans Division of Aeronautics. The Chino ALUCP will establish policies and criteria for the four types of compatibility impacts which include safety, noise, airspace protection, and overflight. The Project site is not within the Chino Airport noise impact zone. Projects within the Project specific plan boundary shall be required to be consistent with the policies and criteria of the ALUCP for Chino Airport.

Williamson Act Contracts

The California Land Conservation Act of 1965, commonly referred to as the Williamson Act, enables local governments to enter into contracts with private landowners for the purpose of restricting specific parcels of land to agricultural or related open space use. In return, landowners receive property tax assessments that are much lower than normal because they are based upon farming and open space uses as opposed to full market value. The motivation for the Williamson Act is to promote voluntary land conservation, particularly farmland conservation. There are no active Williamson Act contracts located within the Project area.

3.3 Project Objectives

Objectives for the Project are defined in the Project specific plan to aid decision makers in their review of the Project and its associated environmental impacts. The Project objectives have been refined throughout the planning and design process for the Project and are listed below:

- Optimize the movement of goods throughout the region by designing a mixed-use center to create a highly walkable and pedestrian-oriented site design and road network which leverages the Bus Rapid Transit (BRT) investments;
- Create a mixed-use center to serve the populations of the newly developing Ontario Ranch and adjoining communities, by providing a range of housing types integrated within and alongside retail, commercial, and office uses, as well as public spaces and trails;
- Develop and operate a large format mixed-use center to allow the City of Ontario to compete on a domestic scale through the efficient and cost-effective movement of goods;
- Provide a flexible planning framework that responds to changing physical and market driven aspects of future development opportunities;
- Specify a coordinated phasing of infrastructure, utilities, and public services for this area of Ontario Ranch;
- Promote compatible uses and interfaces between adjacent properties;
- Create a professional, well maintained and attractive environment for the development of a vibrant mixed-use development along Edison Avenue and a multi-purpose business park complex;

- Provide the entitlement and framework for office retail development and multiple family residential units;
- Provide the entitlements and framework for the development of business park uses;
- Provide employment opportunities for the surrounding community;
- Facilitate the implementation of roads, utilities, and other infrastructure investments that will be sufficiently sized to serve the Project site;
- Expand Ontario's retail, office and business park uses in proximity to local airports and regional transportation networks;
- Create an economic driver for future growth in western portion of Ontario Ranch that acts as a catalyst for the development of infrastructure improvements in the area and implementation the City's long term planning vision;
- Provide opportunities for residents to live, work and shop within close proximity;
- Provide a logical extension of planned community trails and bikeways; and
- Facilitate the establishment of design guidelines and development standards that create a unique, well-defined identity for the proposed Project. Enhance Project identity through architecture, landscaping, walls, fencing, signage and entry treatments.

3.4 Proposed Project

"Project" as defined by the State CEQA Guidelines, means:

> *"…the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and that is any of the following: (1)…enactment and amendment of zoning ordinances, and the adoption and amendment of local General Plans or elements thereof pursuant to Government Code Section 65100-65700. (State CEQA Guidelines Section 15378[a])."*

Description of the Project

The proposed Project consists of a Specific Plan to allow for a business park and mixed-use development on 18 parcels covering 84.1 acres in the City. The development would include up to 290,110 square feet of commercial retail/office uses, up to 466 residential units, and 1,386,777 square feet of business park uses, and associated on-site and off-site infrastructure improvements, as described further below. The Project site is anticipated to be developed in two phases within five planning areas (PAs), with only Phase I proposed at a project-level entitlement. Note there are two applicants for the Project Specific Plan – the private Applicant for Phase I and the City for Phase II.

Phase I would include PAs 1, 2A, and 3A, proposing the construction of 13 buildings. The 13 Phase I buildings would provide up to 1,473,026 square feet of business park and commercial retail/office mixed uses (the maximum development allowed in the proposed Specific Plan). A conceptual site plan for Phase I envisions a less dense site, at approximately 1,000,595 square feet of development (depicted in ***Figure***

3-6: Phase I Conceptual Site Plan). However, the EIR conservatively evaluates the maximum development potential for Phases I and II as permitted in the proposed Specific Plan. Note that the applicant intends to process a Development Plan and Tentative Parcel Map for the Phase I Project following processing of the Project Specific Plan. Phase I is expected to start construction in 2024, with an anticipated opening year in 2032.

The EIR also evaluates, at a "programmatic" level, potential future development of Phase II, comprised of PAs 2B and PA 3B. Phase II is being evaluated at the programmatic level for a number of reasons, consistent with CEQA Guidelines Section 15168 (Program EIR). These reasons include: 1) the private Applicant does not own the parcels within the Phase II area (PAs 2B and PA 3B); 2) the City is the Applicant for these parcels and no specific development proposals have been identified for the Phase II area at this time; and 3) the extent the Phase II area is developed it will be at an unknown, later date following Phase I.

Combined, the Phase I and Phase II portions of the Specific Plan would allow up to 1,676,887 square feet of non-residential business park and commercial retail/office mixed uses in addition to up to 466 residential units, as shown in ***Table 3-1: Maximum Project Buildout***, below.

Land Use Plan

The Project consists of five PAs accommodating a variety land uses including commercial retail/office uses, high density residential uses and open space areas, low-intensity office, and other similar uses that are compatible with the Project site's location and surrounding existing and proposed land uses. The Project Specific Plan's Land Use Plan implements the vision of TOP by providing opportunities for employment in manufacturing, distribution, and research and development at intensities designed to meet the demand of current and future market conditions. The Land Use Plan identifies the location of the land use designations for the Project area. The Project zoning mirrors the TOP Land Use Districts and is identified along with the five PAs (see ***Figure 3-7: Land Use Plan)***.

Business Park (BP) Zoning District: The BP zoning district accommodates business park and related commercial, low intensity office uses, and certain light industrial uses. Development within this district is typically multi-tenant in nature; however, single-tenant buildings are not precluded.

Development within the Business Park District will be set back from Euclid Avenue, separated by a 50-foot landscaped Neighborhood Edge with an 8-foot-wide multi-purpose trail. Smaller scale buildings will face Euclid Avenue and will be designed to create an attractive frontage that reflects a commercial/office character within the allowable building heights. Parking and vehicle storage areas will be sited behind buildings or will be heavily screened from perimeter street view.

Mixed-Use (MU) Zoning District: The MU zoning district accommodates a wide variety of retail commercial, office and high-density residential development in conformance with TOP. It is anticipated that the Mixed-Use development will be comprised of 10 percent Office, 20 percent Commercial/Retail, and 70 percent Residential.

The southern portion of the site that is comprised of approximately 20 acres along the north side of Edison Avenue and is zoned for Mixed Use development. This area is part of a much larger mixed-use area identified in TOP as the Great Park Mixed Use Area. Approximately 170 additional contiguous acres are located south of Edison Avenue. This Mixed Use Area is intended to encourage commercial/retail, office, and higher density residential development opportunities to serve the western portion of the Ontario Ranch and to provide a west anchor to the City of Ontario Great Park.

Open Space/Non-Recreational (OS-NR) Zoning District: The OS-NR Zoning District defines the utility corridors (SCE) easement areas within the City, including the Project boundary. This zoning district allows for low intensity uses such as vehicle and truck storage, nursery and limited agricultural uses, parking, etc., subject to written approval from SCE. The OS-NR Zoning District encompasses the utility easement corridors within the Project Specific Plan boundary. These areas are designated for non-recreational uses. While no building are proposed within this district, it is suitable for uses such as landscape plant nurseries, recreational vehicle and truck/trailer storage and other uses allowed by the City zoning.

The land use types proposed by the Project are summarized below in ***Table 3-1: Maximum Project Buildout***. ***Table 3-1*** provides the maximum development intensity, addressing full buildout per the Project Specific Plan (allowable gross building area and maximum residential development for each PA based on the allowable floor area ratio or residential density respectively). Development standards, such as setback requirements, parking, open space, minimum landscaping, infrastructure, and site design, may reduce the maximum gross square footage or density.

The EIR will evaluate the total maximum allowable development in the Project Specific Plan, which is 1,676,887 square feet of business park and mixed-use land uses, up to 466 residential units and associated on-site and off-site infrastructure improvements. Additional on-site improvements would include landscaping, utility infrastructure, and internal roadways. Off-site improvements may include various street improvements, storm drain infrastructure, sewer infrastructure, domestic water infrastructure, recycled water infrastructure, and underground electric utility infrastructure.

Conceptual Site Plan

The conceptual site plan for the Project is presented in ***Figure 3-6: Phase I Conceptual Site Plan***. Under this conceptual plan, PA 1, 2A, and 3A would be developed with 13 buildings with approximately 1,000,595 square feet of business park and commercial retail/office mixed use development. Note that the applicant intends to process a Development Plan and Tentative Parcel Map for the Phase I Project concurrently or following processing of the Project Specific Plan.[8]

[8] The Applicant has submitted applications for a Development Permit and Tentative Parcel Map for the Phase I area. These applications are currently in City staff review and may be considered by the City concurrent with the Specific Plan if those applications have completed City staff review.

Table 3-1: Maximum Project Buildout

Planning Area	Land Use Designation	Site Acreage	Maximum Building Square Footage
Phase I			
1	Business Park	24.60	642,946
2A	Business Park	20.66	539,970
3A	Mixed-Use (Office; Retail)	5.71	290,110
4	Open Space/Non-Recreational	6.28	-
	Subtotal	***57.25***	***1,473,026***
Phase II			
2B	Business Park	7.80	203,861
3B	Mixed-Use (Residential)	13.32	-
5	Open Space/Non-Recreational	5.73	-
	Subtotal	***26.85***	***203,861***
	Total	***84.1***	***1,676,887***

Notes:
1. The numbers were rounded to present a conservative estimate.
2. The EIR will evaluate the total maximum allowable development in the Project Specific Plan. The Floor Area Ratio (FAR) may be increased to the TOP max levels of 0.60 for BP respectively with appropriate CEQA analysis.
3. Phase II uses are being evaluated at programmatic level only; no specific development applications have been submitted; no specific development dates are known.
4. Specific Plan proposed a minimum of 20,000 square feet of retail within PA 3A. Maximum density allowed may exceed 35 du/ac on any parcel as long as a maximum of 466 du is not exceeded within the Project Specific Plan area.

Table 3-2: Phase I Conceptual Site Plan, shows the anticipated actual amount of square footage upon Project buildout based upon market conditions. The conceptual site plan reflects current market trends, site conditions, and planned infrastructure. However, the conceptual site plan may be modified, provided it does not exceed the maximum building area presented in ***Table 3-1*** and complies with this Project and applicable provisions of the City of Ontario Development Code. To be conservative, this EIR addresses the maximum development potential of the Phase I and Phase II areas.

Table 3-2: Phase I Conceptual Site Plan

Land Use Designation	Building Numbers	Site Acreage	Ground Floor Area (SF)
Planning Area 1			
Business Park	1	2.73	46,010
Business Park	2	2.58	50,325
Business Park	3	2.32	39,506
Business Park	4	2.79	54,710
Business Park	5	4.70	91,464
Business Park	6	6.51	160,171
Business Park	7	4.73	92,790
Subtotal		***26.36***	***534,976***
Planning Area 2A			
Business Park	8	4.65	95,481
Business Park	9	5.10	108,293
Business Park	10	3.68	83,410
Business Park	11	1.69	29,205
Business Park	12	1.64	26,332
Subtotal		***16.76***	***342,721***
Planning Area 3A			
Mixed-Use (Office)	13	6.09	122,898
Subtotal		***6.09***	***122,898***
Total		***49.20***	***1,000,595***
Planning Area 4			
Open Space/Non-Recreational	-	6.28	-

Notes:
1. The numbers were rounded to present a conservative estimate.
2. The Project is proposed in two phases. Phase I, comprised of Planning Areas (PA) 1 and 2, 3A, and 4, envisions approximately 1,000,595 SF of business park and mixed-use development and open space uses. Phase I consists of the construction of Buildings 1 through 13 as numbered in ***Figure 3-6: Phase I Conceptual Site Plan***. This phase may be developed in several subphases in response to market demands and according to the logical and orderly completion of infrastructure improvements.
3. ***Actual Phase I development may be greater***, up to the maximum allowed in the Specific Plan as set forth in Table 3-1.

Circulation Plan

The Circulation Plan (***Figure 3-8: Circulation Plan***) facilitates movement of vehicles, pedestrians and cyclists around and within the Project site, consistent with the City of Ontario Roadway Classification System (***Figure 3-9: City of Ontario Roadway Classification System***). See ***Section 4.15: Transportation*** for additional information on vehicular and truck circulation, trip distribution, and truck routing.

Figure 3-10: Street Sections, presents typical street cross sections for Euclid Avenue, Schaefer Avenue, Sultana Avenue, and Edison Avenue. Roadway, sidewalk, and trail improvements within the Project site must be approved by the City's Engineering Department. Preliminary improvement responsibilities are indicated in the cross sections; however, final fair share responsibilities for street improvements shall be as determined in a Development Agreement with the City. Conceptual streetscape design is presented in the Project specific plan's design Guidelines for this Project. Road surface, sidewalk, and trail improvements within the Project area shall be approved by the City's Engineering Department.

Refer to the Development Plan discussion below for the site-specific development proposal being evaluated in this EIR, for the Phase II portion of the Project. Note that the Development Plan includes

slightly less square footage than the maximum allowed for under the Project specific plan zoning (see ***Table 3-2***).

Final site planning and off-site design shall be subject to City approval pursuant to the provision of the Project specific plan. In addition to the typical street section described and depicted, additional right-of-way and geometric enhancements such as an additional left turn and right turn lanes, including but not limited to those at intersections, may be required to adequately mitigate impacts identified in the Traffic Impact Analysis/Specific Plan EIR.

Local Circulation

Driveways shall conform to access requirements of the City Traffic and Transportation Design Guidelines and be to the satisfaction of the City Engineer. Driveway locations, specifically those that are in proximity to master-planned or future traffic signals, shall be located so as not to interfere with queues as projected in the Traffic Impact Analysis. Fair share responsibilities for street improvements would be addressed in a Development Agreement with the City.

Euclid Avenue (State Route 83)

Euclid Avenue is a State Route under Caltrans' jurisdiction that is designated as an eight-lane Other Principal Arterial in TOP. The centerline of this street forms the boundary between the City of Ontario to the east and the City of Chino to the west. Euclid Avenue is designed with a 200-foot-wide right-of-way, a 66-foot-wide center median, and 52 feet of pavement including curbs and gutter. The existing half-width street right-of-way is 100 feet; therefore, no dedication is required.

The Euclid Avenue streetscape design illustrated in the Project Specific Plan's Design Guidelines, for the east side of the street adjacent to the Project site specifies a 15-foot-wide parkway including a 5-foot-wide sidewalk and an 8-foot-wide on-site multipurpose trail within a 35-foot-wide landscape buffer, creating a 50-foot-wide neighborhood edge as specified in the Ontario Ranch Colony Streetscape Master Plan.

Edison Avenue

Edison Avenue is located along the southern boundary of the Project site, providing east/west access to the site. Edison Avenue is designated as an Other Principal Arterial Street in TOP. The Project Specific Plan specifies a 160-foot-wide right-of-way with a 26-foot landscaped median and a 52-foot paved section on each side.

The Edison Avenue streetscape design presented in the Project Specific Plan's Design Guidelines, for the north side of the street adjacent to the Project site specifies a 15-foot-wide parkway including a 10-foot-wide curb-adjacent landscaped area and a 5-foot-wide sidewalk. The south side also provides an 8-foot-wide on-site multipurpose trail within a 23-foot-wide landscape buffer setback. Together, the parkway and landscape buffer setback create a 38-foot-wide neighborhood edge, per the City's Master Plan of Streets.

Schaefer Avenue

Schaefer Avenue is designated as a four lane Collector Street per the City's Master Plan of Streets and provides east-west access to the Project's northern boundary. The Project Specific Plan specifies a 108-foot-wide right-of-way and 84 feet of pavement including curb and gutter for Schaefer Avenue.

The Schaefer Avenue streetscape design presented in the Project's Specific Plan Design Guidelines, for the south side of the street adjacent to the Project site includes a Class II on-street bike lane at the edge of the street, a 7-foot-wide curb-adjacent landscaped area, and a 5-foot-wide sidewalk. An 8-foot-wide multi-purpose trail is located within a 23-foot-wide landscape buffer setback. Together, these improvements establish a 35-foot-wide neighborhood edge, per in the City's Master Plan of Streets.

Sultana Avenue

Sultana Avenue is designated as a Local Street with a 66-foot-wide right-of-way and 48 feet of pavement including curb and gutter. The Sultana Avenue streetscape presented in the Project Specific Plan Design Guidelines, specifies a 9-foot-wide parkway including a 4-foot-wide landscape planter and a 5-foot-wide sidewalk. The west side of the street adjacent to the Project site, provides a 10-foot-wide landscape buffer setback. Sultana Avenue is not yet developed adjacent to the Project site. However, the right-of-way exists, and no dedication is required.

Traffic Control Devices

Traffic signs regulating, warning, and/or guiding traffic on public roads shall conform to the California Manual on Uniform Traffic Control Devices (MUTCD), latest edition. Traffic-control signs, whether on public or private property, shall conform to the California MUTCD.

Pedestrian Circulation

Sidewalks would be provided along all streets abutting the Project site to improve safety and the pedestrian experience, connect the various parts of the Project area, and expand access to nearby land uses.

Trails and Bike Paths

Trails and bicycle paths provide an additional mode of circulation in and around the Project site. Multipurpose trails would be provided on the east side of Euclid Avenue, on the south side of Schaefer Avenue and on the south side of Edison Avenue (see ***Figure 3-11: Bicycle and Pedestrian Plan***).

The Ontario Plan Mobility Element specifies a Class II bicycle lane on the north side of Schaefer Avenue adjacent to the Project site. Class II bicycle lanes are defined as dedicated (striped) lanes along streets, with no parking allowed in the bicycle lane. This bicycle lane provides linkages to the City's bicycle path system (see ***Figure 3-12: City of Ontario Trail and Bicycle Paths Plan***). The trail and bicycle path improvements would be installed along the Project frontages in conjunction with street improvements.

Transit

Transit options provide an alternative mode of transportation for motorists and a primary mode for the transit dependent. The City is coordinating with regional transit agencies to implement Bus Rapid Transit

(BRT) service to target destinations and along corridors, including Euclid Avenue on the western boundary of the Project site.

Domestic Water Plan

The City's ultimate domestic water system will consist of five pressure zones. Most of Ontario Ranch (including the Project site area) is in the 925 Pressure Zone. The overall water infrastructure plan to serve the City of Ontario as well as the required water infrastructure required to be constructed to serve the Project site is shown on ***Figure 3-13: City of Ontario Ultimate Water System***. The developer of the Project will be responsible to provide the required water lines to connect to the existing improvements constructed by the Ontario Ranch Business Park development to the south of the site.

In addition to extending the 925 Pressure Zone (PZ) Phase 2 West Backbone, the Project site requires a connection between the 925 PZ Phase 2 West Backbone and the 1010 PZ. This would supply a second source of potable water to the Project site. The connection to the 1010 PZ would require extending the Phase 2 West Backbone at Eucalyptus Avenue and Grove Avenue by installing a 30-inch potable water main north on Grove Avenue to Chino Avenue. The connection to the 1010 PZ would require installing an 18-inch potable water main in Chino Avenue easterly to the existing 18-inch potable water main located on the west side of the Cucamonga Creek channel and installing a Pressure Reducing Station between the 1010 PZ and 925 PZ near the intersection of Grove Avenue and Chino Avenue.

Other elements of the Phase 2 Water System are shown on ***Figure 3-13***. The elements shown north of Chino Avenue would be constructed by others. The balance of Phase 2 Water System would be completed as required by future development of Ontario Ranch. The Project would be required to participate in the future Phase 2 Water System improvements, as detailed in the development agreement with the City.

Water service to the Project site would be provided by the City. Currently, there are no City domestic water mains or City water infrastructure in the vicinity of the Project site. The extension of City master planned domestic water infrastructure is being developed within the western portion of Ontario Ranch. The Project is responsible to provide domestic water service to serve future development and would construct a 16-inch line in Euclid Avenue and a 12-inch line along the remaining perimeter of the Project site in Schaefer, Sultana, and Edison Avenues. The Project site would extend the 12-inch line in Schaefer Avenue to connect to the future line at Grove Avenue and the 16-inch line in Euclid Avenue south to connect to the future line in Eucalyptus Avenue. Water mains required to serve the Project would need to be constructed prior to or concurrent with on-site water improvements. Within the Project site, a private network of 2- to 4-inch water lines for domestic water service and 10- to 12-inch water lines for fire service water would be installed. The on-site water system includes connections to the water main in Edison Avenue, Euclid Avenue, Schaefer Avenue and Sultana Avenue. Refer to ***Figure 3-14: Domestic Water Plan*** for further detail.

Recycled Water Plan

Recycled water is provided to the City of Ontario by the Inland Empire Utility Agency (IEUA) from its four wastewater reclamation plants. The entire Project site is within the City's master planned 930 Pressure Zone. Recycled water infrastructure improvements requiring the planning, design, and construction of

new 930 Pressure Zone (PZ) Recycled Water Master Plan main lines area would be required (see ***Figure 3--15: City of Ontario Future Recycled Water System***).

The City requires all new development in Ontario Ranch to connect to and use recycled water for all approved uses, including but not limited to landscape irrigation. Currently, there are no City owned recycled water mains or City recycled water infrastructure in the vicinity of the Project site. There is an existing 30-inch IEUA recycled water main in Eucalyptus Avenue south of the Project site. The Project is responsible to provide recycled water service to serve future development and would construct a 12-inch line in Euclid Avenue and an 8-inch line along the perimeter of the Project site. The Project would extend the 12-inch line in Euclid Avenue south to connect to the existing line in Eucalyptus Avenue. See ***Figure 3-16: Recycled Water Plan*** for further detail.

The 12-inch line in Sultana Avenue may be reduced to an 8-inch line if the development to the east is required to provide individual meters to serve future development.

Sewer Plan

Regional wastewater treatment services are provided to the City and its neighboring agencies by the IEUA. Several regional trunk sewers collect sewage generated in the City and transport it to IEUA's Regional Plant No. 1 and Regional Plant No. 5 for treatment. The City's sewer service area is divided into eight sewer sheds, primarily based on the outlet points where the City's system ties into the IEUA downstream facility. Ontario Ranch is located in Sewer Shed 8. Refer to ***Figure 3-17: City of Ontario Ultimate Sewer System.***

There are no sewer mains located in Euclid Avenue or the other streets adjacent to the Project area. The extension of City master planned sewer infrastructure is being developed within the western portion of Ontario Ranch. The City's master planned sewer system has been constructed in Euclid Avenue at Eucalyptus Avenue and along Eucalyptus Avenue between Euclid and Sultana Avenues.

The Project is responsible to provide sewer service to serve future development and would construct a 16-inch line approximately 2,650 feet in length along the Project frontage of Euclid Avenue and extend an 18-inch main line along the Euclid Avenue to the south to connect to the Kimball Interceptor Sewer. The Project would construct an 8-inch line along approximately 1,320 feet in length along the eastern boundary of the Project site to Edison Avenue and extend the 12-inch line in Sultana Avenue to connect to the existing line in Merrill Avenue. A sewer line may be extended along a portion of Edison Avenue, if necessary to serve the adjacent parcels to the north (see ***Figure 3-18: Sewer Plan***).

Storm Drain Plan

Storm drain systems to serve the Project site would be installed according to the City of Ontario Storm Drain System (see ***Figure 3-19: City of Ontario Ultimate Storm Drain System***). Currently, there are no City domestic storm drain trunk lines in the vicinity of the Project site. The extension of City master planned storm drain infrastructure is being developed within the western portion of Ontario Ranch. The Project is responsible to provide storm drains to serve future development and would construct a 90-inch line in Euclid Avenue along the western perimeter of the Project site, a 48-inch to 90-inch line in Schaefer Avenue

along the northern perimeter of the Project site, and a 78-inch to 96-inch in Edison Avenue along the southern perimeter of the Project site. The Project would construct a 102-inch trunk line in Euclid Avenue south to connect to the existing 108-inch line at Euclid Avenue and Eucalyptus Avenue.

Catch basins located throughout the site would collect runoff. On-site storm drain systems serving the Project site would connect to the master planned system in Euclid Avenue to serve the Project site development. The Project site storm drain improvements are shown in ***Figure 3-20: Storm Drain Plan*****.**

National Polluant Discharge Elimination System (NPDES) Compliance

The grading and drainage of the Project area would be designed to retain/filter, harvest, and reuse or treat surface runoff to comply with the current requirements of the San Bernardino County NPDES Stormwater Program's Water Quality Management Plan (WQMP) for significant new development projects. Water quality impacts may be minimized through the implementation of site designs that reduce runoff and pollutant transport by minimizing impervious surfaces and maximizing on-site infiltration, employing Source Control Best Management Practices (BMP's), or using on-site structural Treatment Control BMP's where the infeasibility of installing Low Impact Development BMP's is demonstrated.

New development within the Project site would utilize a variety of Low Impact Development site drainage designs to manage stormwater, including but not limited to retention/filtration basins, trenches and swales, and above ground bio-retention systems. Development projects within the Project site would incorporate features including but not limited to:

- Landscape designs that promote water retention and incorporation of water conservation elements such as use of native plants and drip irrigation systems;
- Permeable surface designs in areas with low traffic;
- Parking lots that drain to landscaped areas to provide retention and infiltration, or bio-treatment where infiltration is infeasible; or
- Limit soil compaction during grading operations within landscaped storm water infiltration areas to no more than 80 percent compaction.

Prior to the issuance of a grading or construction permit, a Storm Water Pollution Prevention Plan (SWPPP), Erosion and Sediment Control Plan sheets, and a WQMP would be prepared and approved. The SWPPP and Erosion and Sediment Control Plan Sheets would identify and detail all appropriate BMP's to be implemented or installed during construction of the Project, and the WQMP would describe all post-construction BMP's designed to address water quality and quantity of runoff for the life of the Project.

All Priority Land Use (PLU) areas within the Project site shall comply with the statewide Trash Provisions adopted by the State Water Resources Control Board (SWRCB) and trash requirements in the most current San Bernardino County Area-Wide MS4 Permit. PLU includes high-density residential (defined as a land use with at least 10 dwelling units per acre), industrial, commercial, mixed urban, and public transportation station. Drainage from the PLU shall be designed with conveyance tributary to a sub-regional Full Trash Capture System such as a Debris Separating Baffle Box (DSBB), Continuous Deflective System (CDS), or an equivalent hydrodynamic separator which has been approved by the SWRCB.

Conceptual Grading Plan

The topography of the site is moderately flat, sloping from the north to the south. There is an approximately 25-foot elevation change across the Project site.

The grading activities for the Project area would generally consist of clearing and grubbing, demolition of existing structures, and moving surface soils to construct building pads, driveways, and streets.

A Conceptual Grading Plan would be prepared in conjunction with future subdivision mapping and approvals. The grading plan would provide a balance of cut and fill for the Project site. Grading plans for each development project within the Project site will be reviewed and approved by the City of Ontario prior to the issuance of grading permits. Grading plans and activities would conform to the City's grading ordinance and dust and erosion control requirements.

All landscaped areas within the Project site would be designed to accept runoff water from impervious surfaces. Landscape slopes shall not be greater than 3:1 on all slopes, including within neighborhood edge areas and slopes over five feet in height.

Dry Utilities Plan

Utility services provided to the site shall be installed underground in accordance with City guidelines.

Communication System

Developments in Ontario Ranch are required to install and provide fiber conduit to all improved lots. Proposed on-site facilities would be placed underground within a duct and structure system that would be installed by the developer, see ***Figure 3-21: Fiber Optical Plan***. Pursuant to the City of Ontario 2013 Fiber Optic Master Plan, the fiber optic network would be owned and operated by the City of Ontario and as such maintenance of the installed system would be the responsibility of the City and/or Special District fiber optic entity and not the developer. According to the City's Fiber Optic Master Plan, the proposed fiber optic infrastructure, including approximately 23 miles of backbone fiber south of Riverside Drive, is an investment into a long-term capital asset using newly constructed and existing conduit to provide high speed communication links to key locations throughout the City. The Project site would be connected to the City's system as shown on ***Figure 3-22: City of Ontario Ultimate Fiber Optical System***.

Natural Gas

The Southern California Gas Company would provide natural gas to the Project site. Gas mains would be installed to the individual development projects by the Southern California Gas Company, as necessary.

Electricity

Southern California Edison would provide electricity to the Project site from existing facilities in the vicinity. All new lines within the Project site would be installed according to City requirements.

Undergrounding of existing overhead power lines would be subject to Section 7-7 of the Ontario Municipal Code. Existing power poles along Edison Avenue would need to be relocated. The existing location is within the ultimate roadway.

Public Services

Public services within the Project site, including police, fire and solid waste disposal services would be provided as follows:

Police

The City of Ontario would provide police services to the Project site. The closest police station is located approximately four miles north of the Project site at 2500 South Archibald Avenue, just south of SR-60. This station is also the City of Ontario Police Department headquarters.

Fire

The City of Ontario would provide fire protection services to the Project site. The Ontario Fire Department currently has 10 stations, which are staffed with eight four-man paramedic engine companies and two four-man truck companies. The closest operational fire station, Station 2, is located at 544 W. Francis Street, approximately three miles north of the Project site.

Solid Waste Disposal

The City of Ontario would provide solid waste services to the Project site. Solid waste facilities will follow the "Solid Waste Department Refuse and Recycling Planning Manual." The Manual establishes the City of Ontario's requirements for refuse and recycling storage and access for service, as well as addresses the City's recycling goals. The Mid-Valley Landfill is the nearest County of San Bernardino landfill located at 2390 North Alder Avenue in the City of Rialto, approximately 20 miles northeast of the Project site.

Development Standards and Design Guidelines

Upon adoption of the Project Specific Plan, the development standards and procedures established within the Project Specific Plan Chapter 5 would become the governing zoning standards for any new construction, addition, or remodel within the Project area. The Project Specific Plan outlines the allowable uses and standards for building heights, setbacks, parking, coverage, landscape, signage and other development standards within the Project area. Design Guidelines of the Project Specific Plan provide conceptual themes of site planning, architecture, and landscape design within the Project site. Refer to Project Specific Plan Chapter 5 for additional information.

Sustainable Design Strategies

The Applicant is committed to sustainable design strategies that integrate principles of environmental stewardship into the design and construction process. Appropriate strategies will be determined for each project within the Project site. Strategies include, but are not limited to:

Sustainable Construction & Technology Concepts

1. Design and construct energy efficient buildings to reduce air, water, and land pollution and environmental impacts from energy production and consumption.
2. Employ passive design including skylights, building orientation, landscaping, and strategic colors to improve building energy performance.
3. Reduce the heat island effect by providing shade structures and trees that produce large canopies. In addition, choose roof and paving materials that possess a high level of solar reflectivity (cool roofs).
4. Use recycled and other environmentally-friendly building materials wherever possible.
5. Incorporate skylights into at least two percent of warehouse/distribution building roof area to provide natural light and reduce electric lighting demand.
6. Use energy efficient LED (or similar) products.
7. Provide interior or exterior bicycle storage consistent with the City Municipal Code requirements, including California Green Building Standards Code.
8. Use drought tolerant landscaping with drip irrigation and include plantings such as trees, shrubs, groundcovers and/or vines. Optional amenities include benches, trellises, thematic fencing, and decorative walkways.
9. Employ high performance dual pane window glazing in office storefronts.

Water Quality

1. Utilize landscape areas including retention/infiltration swales and basins or bio-treatment when infiltration is infeasible, as required by the San Bernardino County MS4 Permit and Water Quality Management Plan.
2. Select native and drought tolerant plants to reduce water demand.
3. Integrate permeable pavement and perforated curbs throughout the Project site as feasible to allow stormwater to enter planter areas, assist with filtration and control runoff.
4. Use captured runoff to augment irrigation systems whenever possible.
5. Employ irrigation systems that respond to changing weather conditions, irrigate by hydrazone, and use micro-irrigation techniques.
6. Use recycled water to irrigate landscape areas and for other appropriate uses. The use of recycled water for certain purposes is required by the City of Ontario Recycled Water Master Plan.

3.5 Construction and Phasing

Development phasing of the Project site would be determined by the landowner and/or developer based upon real estate market conditions. Phasing would occur as appropriate levels of infrastructure are provided. Phasing sequencing is subject to change over time to respond to various market and local factors and as such, individual phases may overlap or develop concurrently. Infrastructure improvements, as required and approved by the City Engineer to support the development, would be installed by the

developer. ***Figure 3-23: Conceptual Phasing Plan***, describes the general phases of development anticipated for the Project site.

Project backbone infrastructure would be installed by the Project developer, in accordance with the applicable City adopted infrastructure plan for the area, as well as the provisions of the Project Specific Plan and an approved Development Agreement. Fair share responsibilities for improvements would be addressed in a Development Agreement with the City of Ontario. The timing for installation of infrastructure and utilities within the Project site would be determined as part of the City's approval of future subdivision maps and development plans. Infrastructure would be constructed and made available in a timely manner as development progresses. Phasing of required infrastructure would be determined per separate Development Agreement.

3.6 Agreements, Permits and Approvals Required

This Draft EIR examines the environmental effects of the proposed Project's Specific Plan. Note that the Applicant intends to process a Development Plan and Tentative Parcel Map for the Phase I Project concurrent with or following processing of the Project specific plan. This Draft EIR also addresses various actions by the City and others to adopt and implement the proposed Project. It is the intent of this Draft EIR to evaluate the environmental effects of the Project, thereby enabling the City, other responsible agencies, and interested parties to make informed decisions with respect to the requested entitlements. The following summarizes the requested Project approval. For additional details and review of all application materials, including the Project Specific Plan, they are available for review at the City of Ontario Planning Department, refer to Project submittals on file and available for review.

Euclid Mixed Use Specific Plan (PSP22-001)

The Project Specific Plan provides regulations for development of the Project site by establishing permitted land uses, development standards, infrastructure requirements, and implementation requirements. Implementation of the proposed Project Specific Plan would achieve the intent of TOP for the Project site.

Anticipated Approvals

The anticipated approvals required for this Project are listed in ***Table 3-3: Anticipated Permits and Approvals Required***, below:

Table 3-3: Anticipated Permits and Approvals Required

Lead Agency	Action
City of Ontario City Council	• Certification of the Final EIR • Adoption of the Mitigation Monitoring and Reporting Program • Adoption of the Euclid Mixed Use Specific Plan (PSP22--001)
Responsible Agencies	**Action**
San Bernardino County	• Well removal permit from County Health Department (if required)
City of Chino	• Street and drainage improvements
Caltrans	• Encroachment permit (if required)
Santa Ana Regional Water Quality Control Board	• Issuance of a National Pollutant Discharge Elimination System (NPDES) Permit
Federal Aviation Administration	• Obstruction evaluation
South Coast Air Quality Management District	• Issuance of Air Quality permits for construction

Future Agreements, Permits and Approvals

Development proposed within the Project area shall be subject to Development Plan review pursuant to Section 4.02.025 of the Ontario Development Code. The review is intended to ensure compliance with the provisions of the Project Specific Plan, protect the integrity and character of the physical composition of the City, and encourage high-quality development. The following future agreements, permits and approvals are anticipated, concurrent with or following City approval of the Specific Plan.

Development Plan (PDEV23-011)

A Development Plan application is proposed for the Project site area which constitutes PAs 1 and 2A, 3A, and 4 (Phase I). PAs 2B, 3B, and 5 (Phase II) are not owned by the Applicant at this time and therefore, Phase II is programmatically planned under the Project and no specific development is proposed at this time.

Tentative Parcel Map (PMTT23-005)

Concurrent with submitting the Development Plan for Phase I, the applicant has submitted a Tentative Parcel Map (TPM) for Phase I of the Project (PAs 1 and 2A, 3A, and 4).

Development Agreement (PDA23-004)

The applicant is requesting approval of a development agreement pursuant to California Government Code §65864 et seq. The Development Agreement will include, but not be limited to, methods for financing, acquisition, and construction of necessary infrastructure (no other physical improvements are anticipated to be associated with the Development Agreement other than that which is described in this EIR). The Development Agreement is intended to be fully executed prior to recordation of the first Final Map.

Subdivision Maps

In addition to the Phase I Tentative Parcel Map noted above, development within the Project may require the processing of additional tentative and final tract or parcel maps and/or lot line adjustments or mergers. Subdivision maps and lot changes shall be reviewed and approved pursuant to the Ontario Development Code and other applicable City codes and regulations, California Government Code Section 66410 (Subdivision Map Act), as well as the provisions of the Project Specific Plan.

Conditional Use Permit

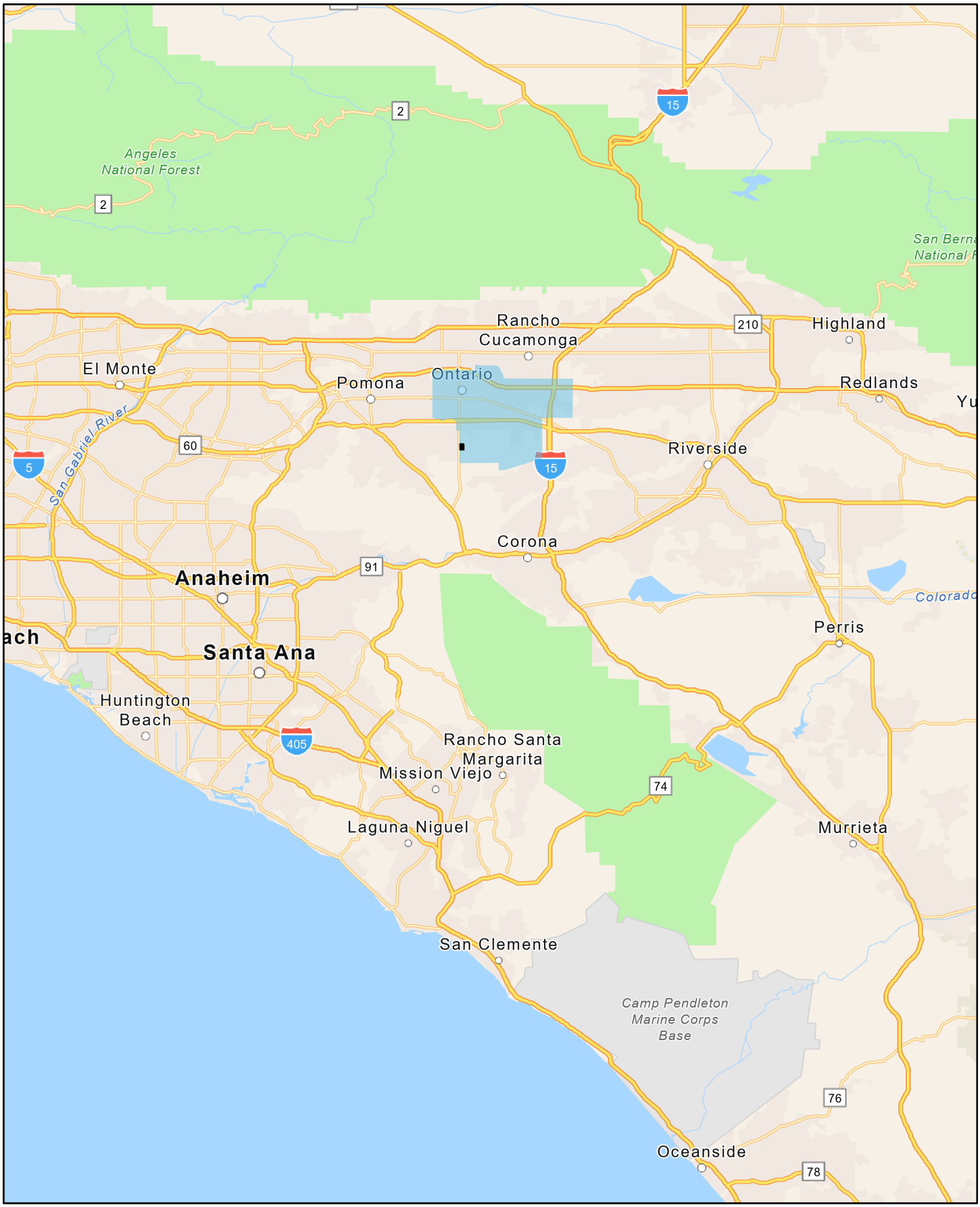
A Conditional Use Permit shall be required for uses specified as "conditionally permitted" in the Specific Plan. Applications for a Conditional Use Permit shall be processed pursuant to Section 4.02.015 of the City Development Code.

Administrative Use Permit

An Administrative Use Permit shall be required for uses specified as "administratively permitted" in the Specific Plan. Applications for an Administrative Use Permit shall be processed pursuant to Section 4.03.015 of the City Development Code.

Maintenance Plan

Final determination of maintenance responsibilities for the public and private improvements constructed in association with the Project Specific Plan shall be specified in the approved Development Agreement, which shall be executed prior to recordation of the first Final Map. However, it is anticipated that maintenance shall be generally shared by three entities as described further in the Project Specific Plan Section 6.

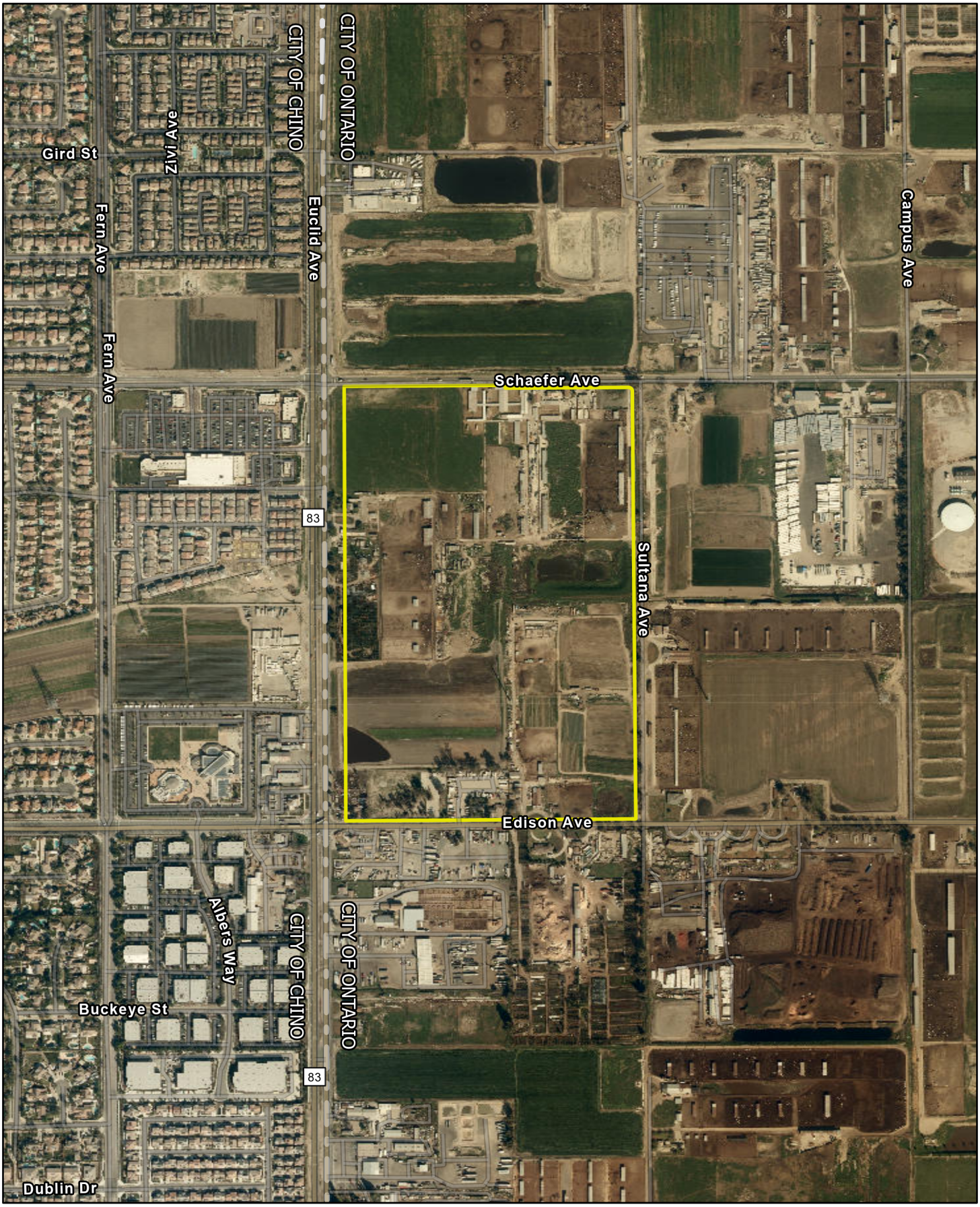


Source: County of San Bernardino, 2021; ESRI, 2022

FIGURE 3-1: Regional Location
Euclid Mixed Use Specific Plan

Not to scale

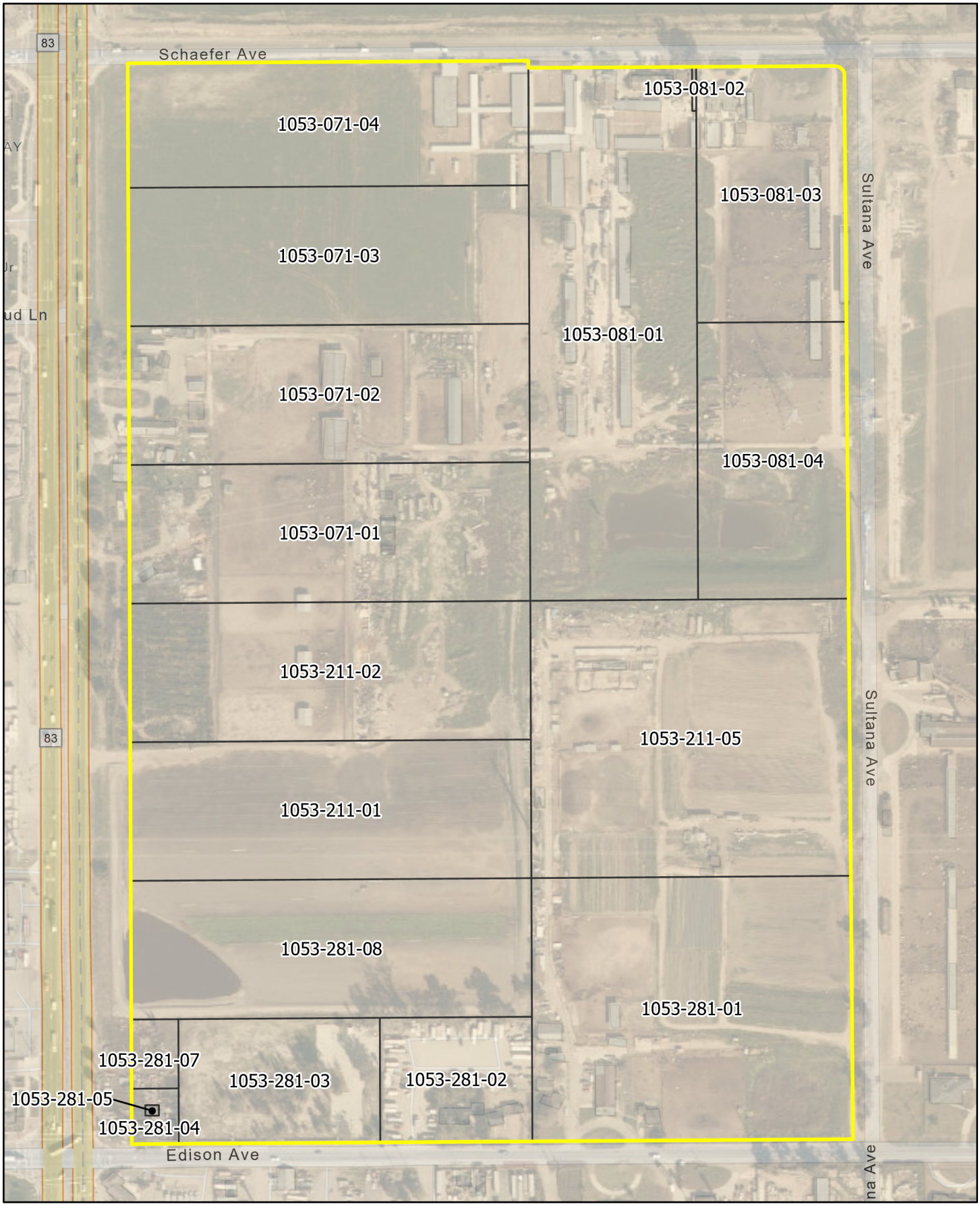
Kimley»Horr 803



Source: ESRI.

FIGURE 3-2: Local Vicinity Map
Euclid Mixed Use Specific Plan

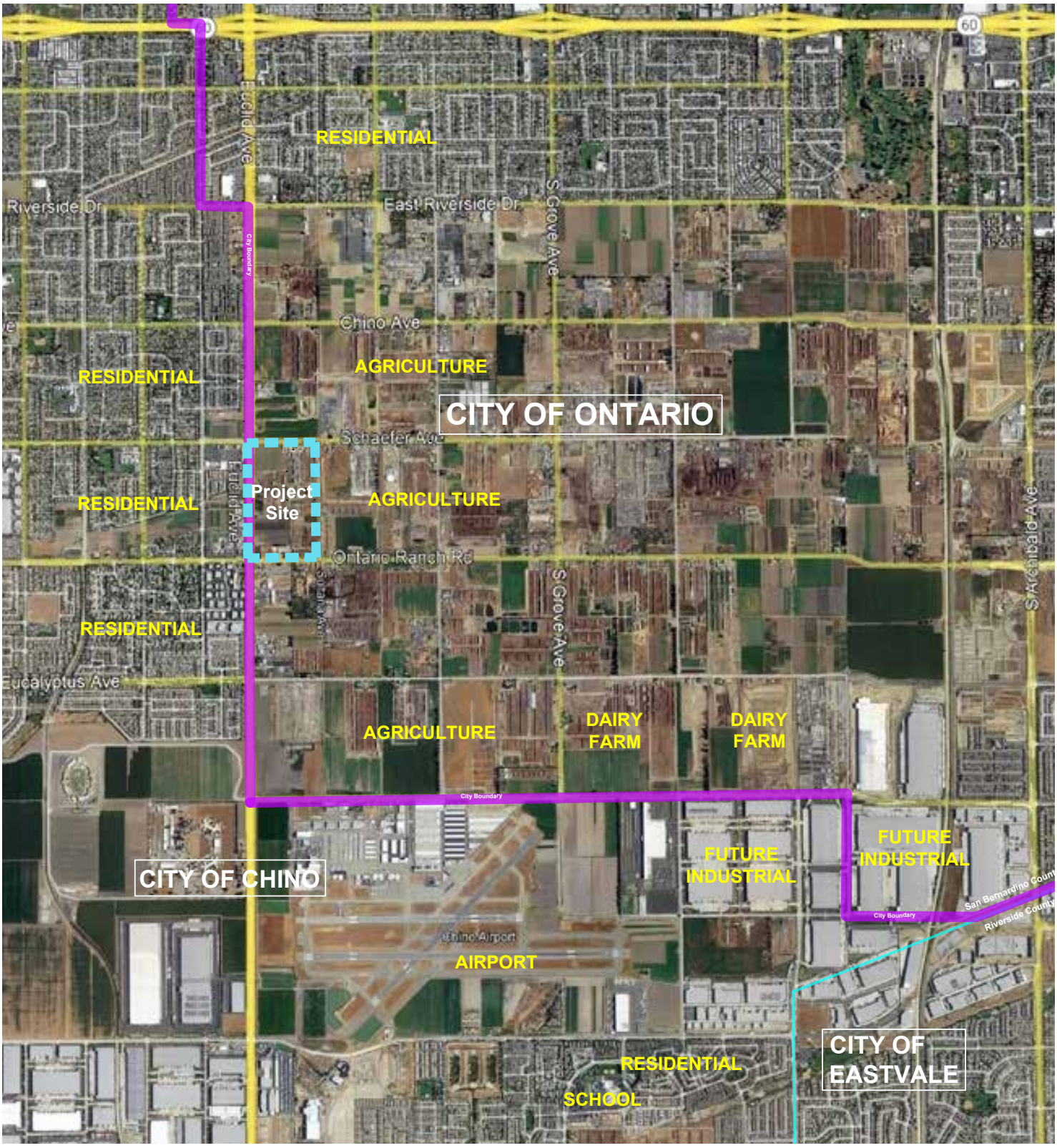
Not to scale



Source: County of San Bernardino, 2022; ESRI.

FIGURE 3-3: Project Boundary
Euclid Mixed Use Specific Plan

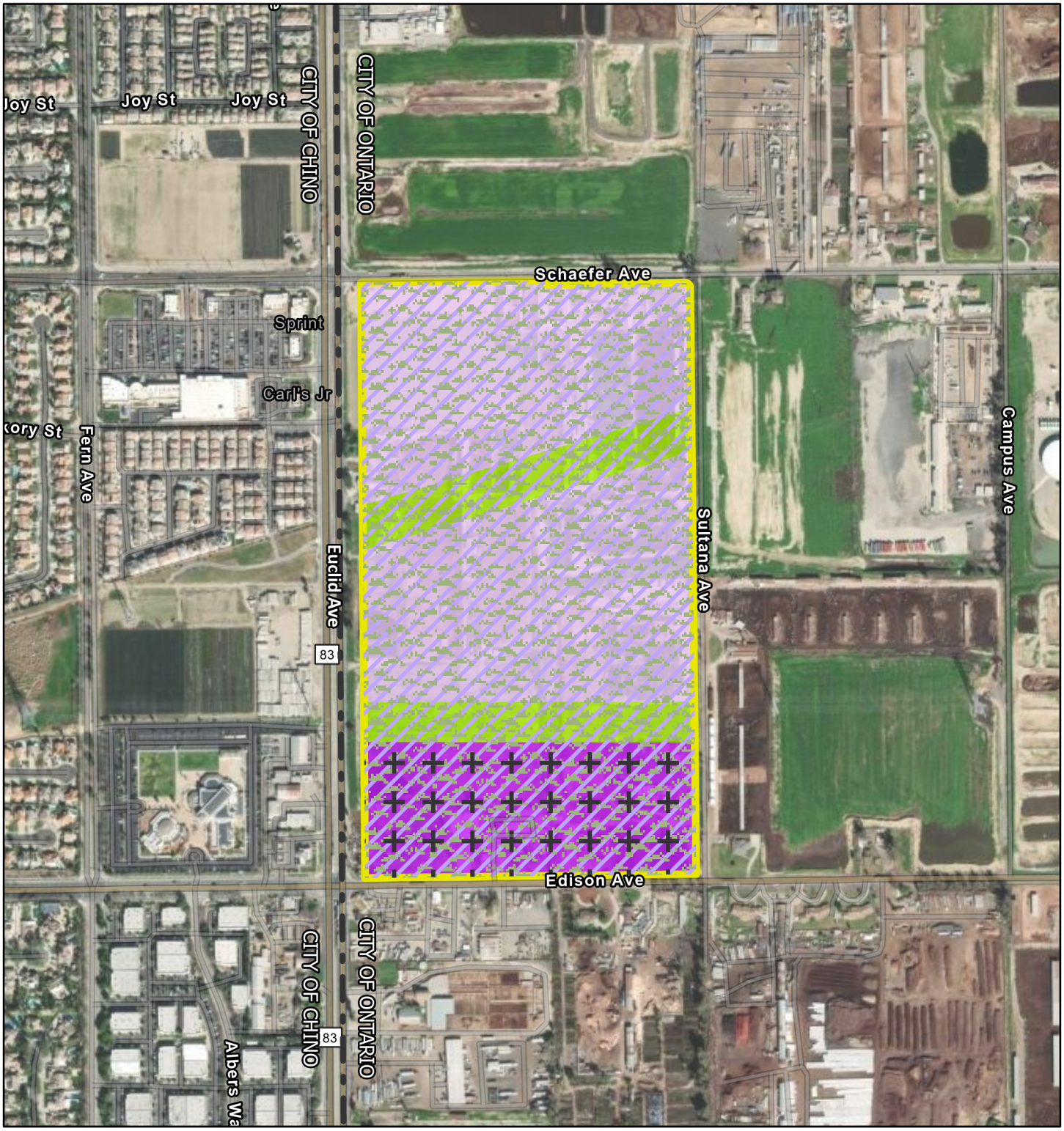
Not to scale



Source: Euclid Mixed Use Specific Plan, 2023, Figure 2.1 Surrounding Land Uses.

FIGURE 3-4: Surrounding Land Uses
Euclid Mixed Use Specific Plan

Not to scale



Project Site
City Boundary

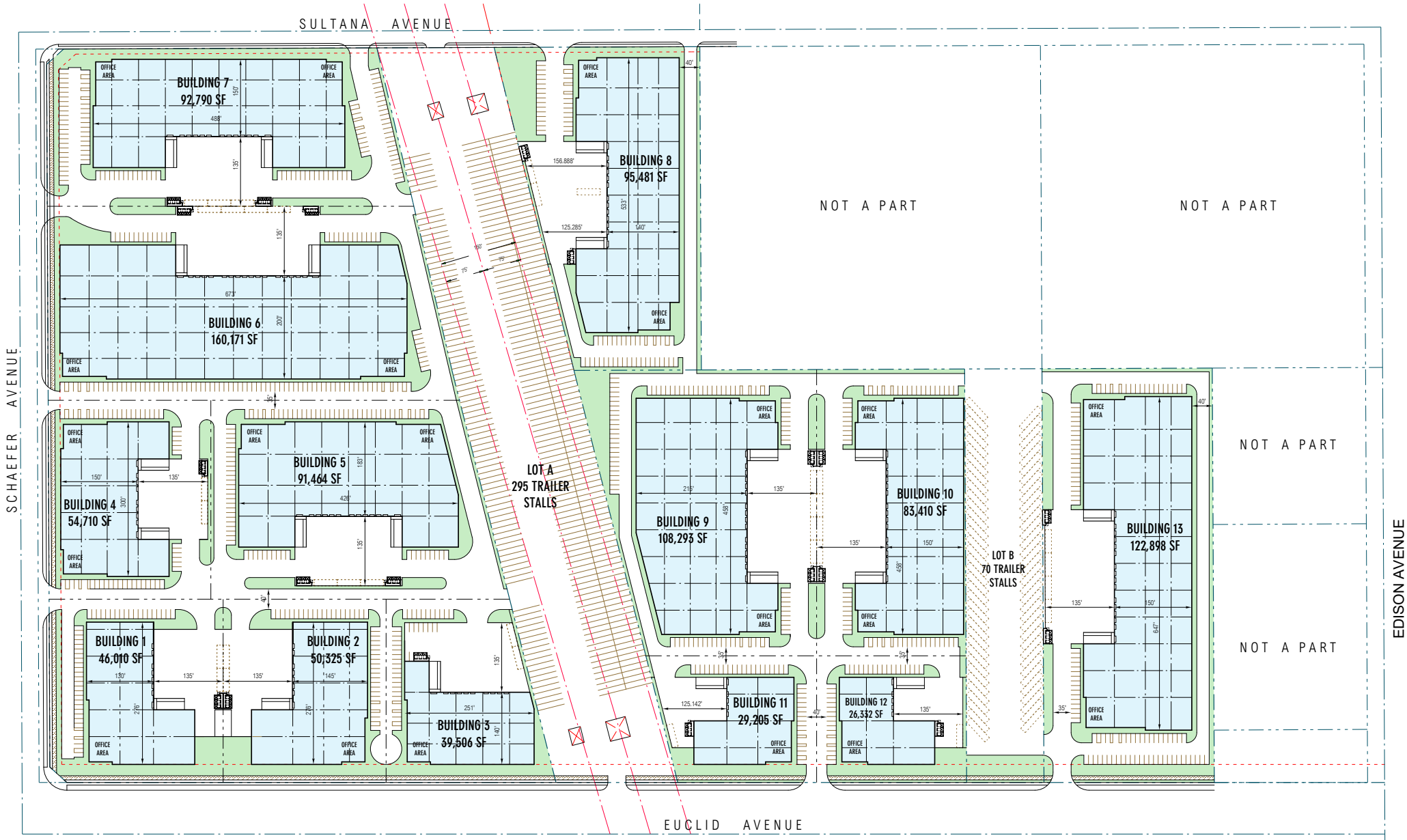
Zoning Overlay
AG, Agricultural
AH - Affordable Housing
CNO (Chino Airport) Overlay

TOP 2050 Land Use Designations
RR Rural Residential
LDR Low Density Residential
LMDR Low Medium Density Residential
MDR Medium Density Residential
HDR High Density Residential
MU Mixed Use
NC Neighborhood Commercial
GC General Commercial
OC Office Commercial
HOS Hospitality
BP Business Park
IND Industrial
OS-NR Open Space - Non-Rec
OS-R Open Space - Recreation
OS-W Open Space - Water
PF Public Facility
PS Public School
ARPT Airport
LF Landfill
Rail
ROW Right of Way

Source: Placeworks, 2022; County of San Bernardino, 2021; ESRI.

FIGURE 3-5: Existing Land Use and Zoning
Euclid Mixed Use Specific Plan

Not to scale

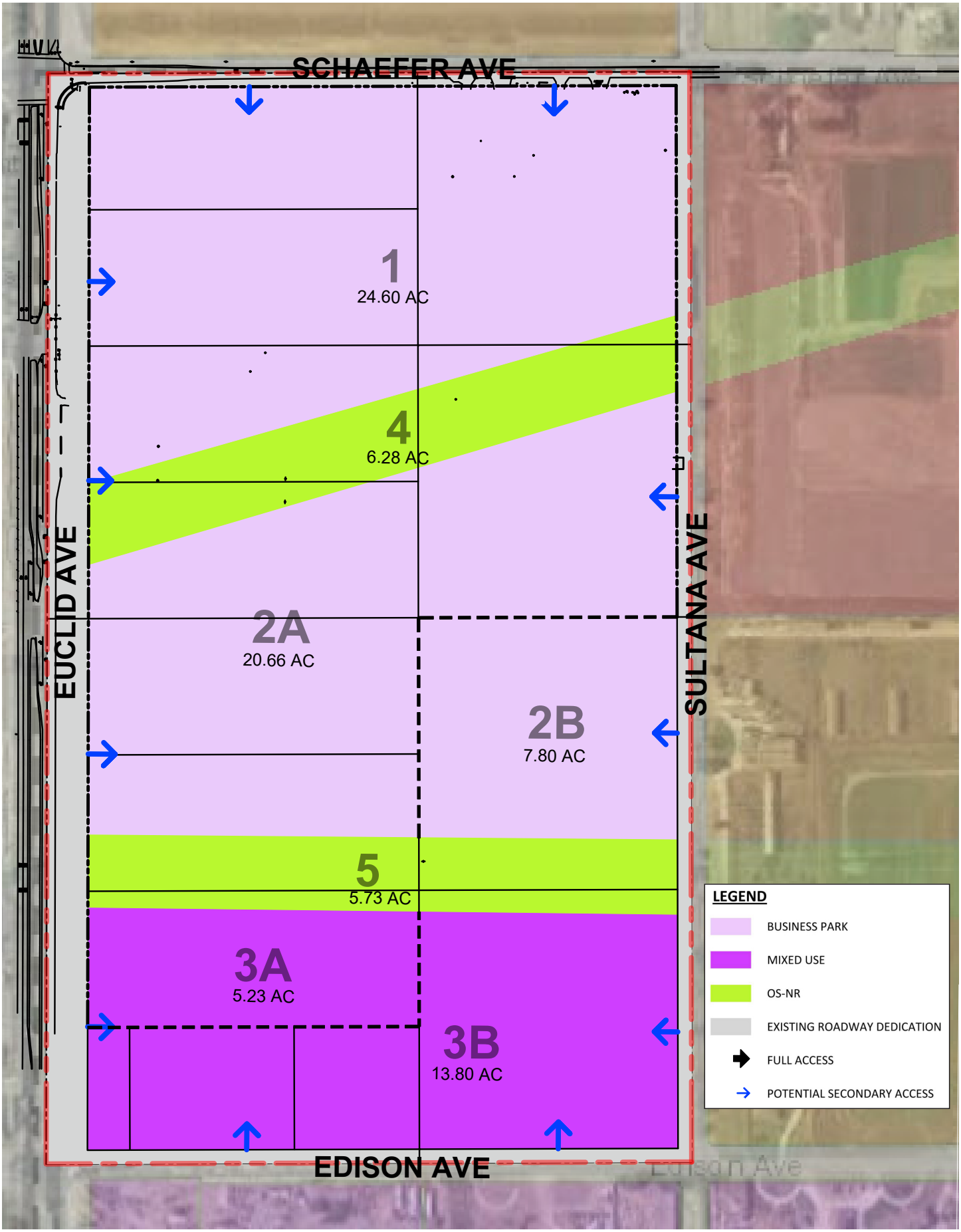


Source: RGA Office of Architectural Design, 2022

Note: The Project is proposed in two phases. Phase I, comprised of Planning Areas (PA) 1 and 2, 3A, and 4, would allow approximately 1,000,595 SF of business park and mixed-use development and open space uses. Phase I consists of the construction of Buildings 1 through 13 and includes the Development Plan (PAs 1, 2, 3A, and 4). This phase may be developed in several sub-phases in response to market demands and according to the logical and orderly completion of infrastructure improvements.

FIGURE 3-6: Phase I Conceptual Site Plan
Euclid Mixed Use Specific Plan

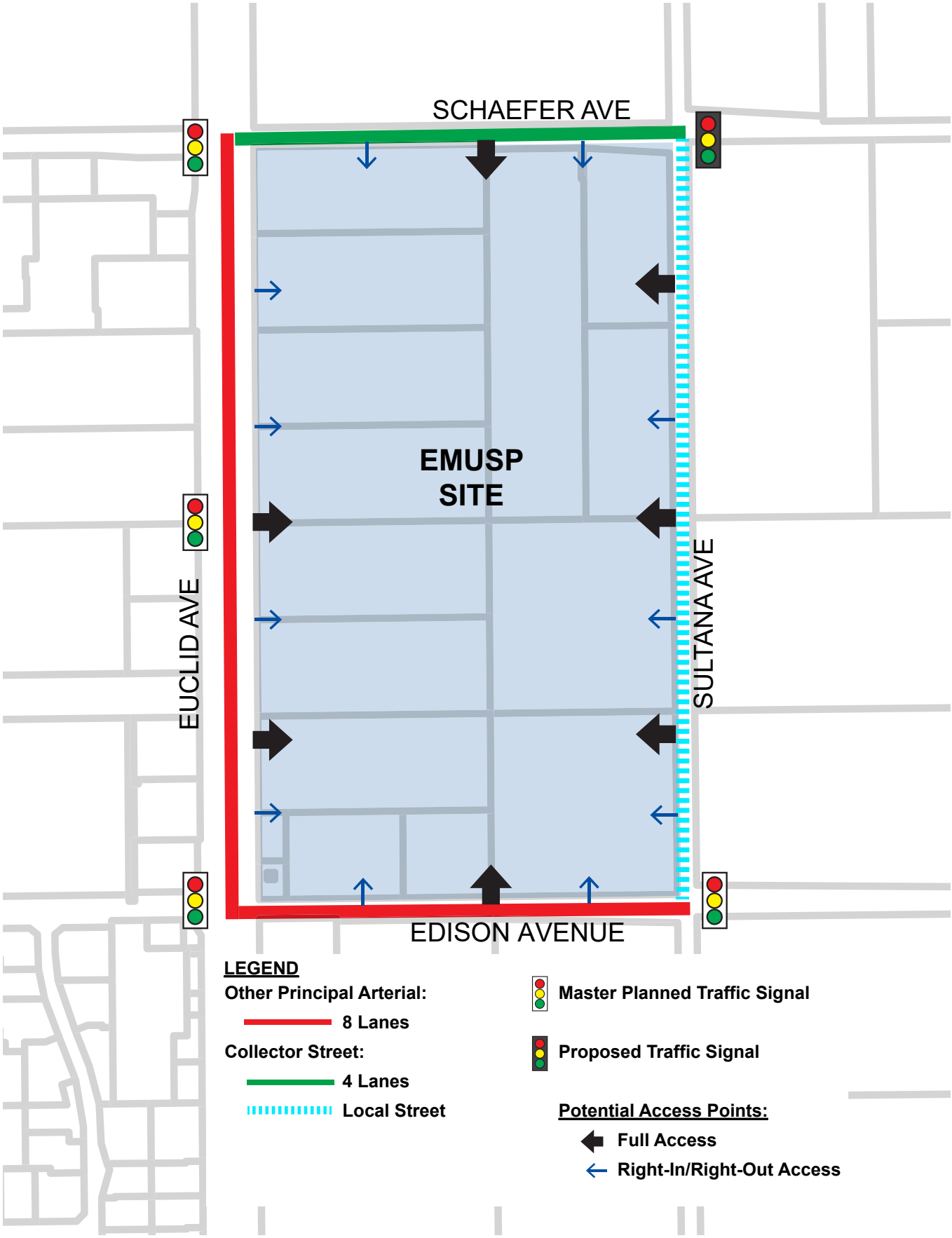
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Source:Euclid Mixed Use Specific Plan, Figure 3.1, Land Use Plan

FIGURE 3-7: Land Use Plan
Euclid Mixed Use Specific Plan

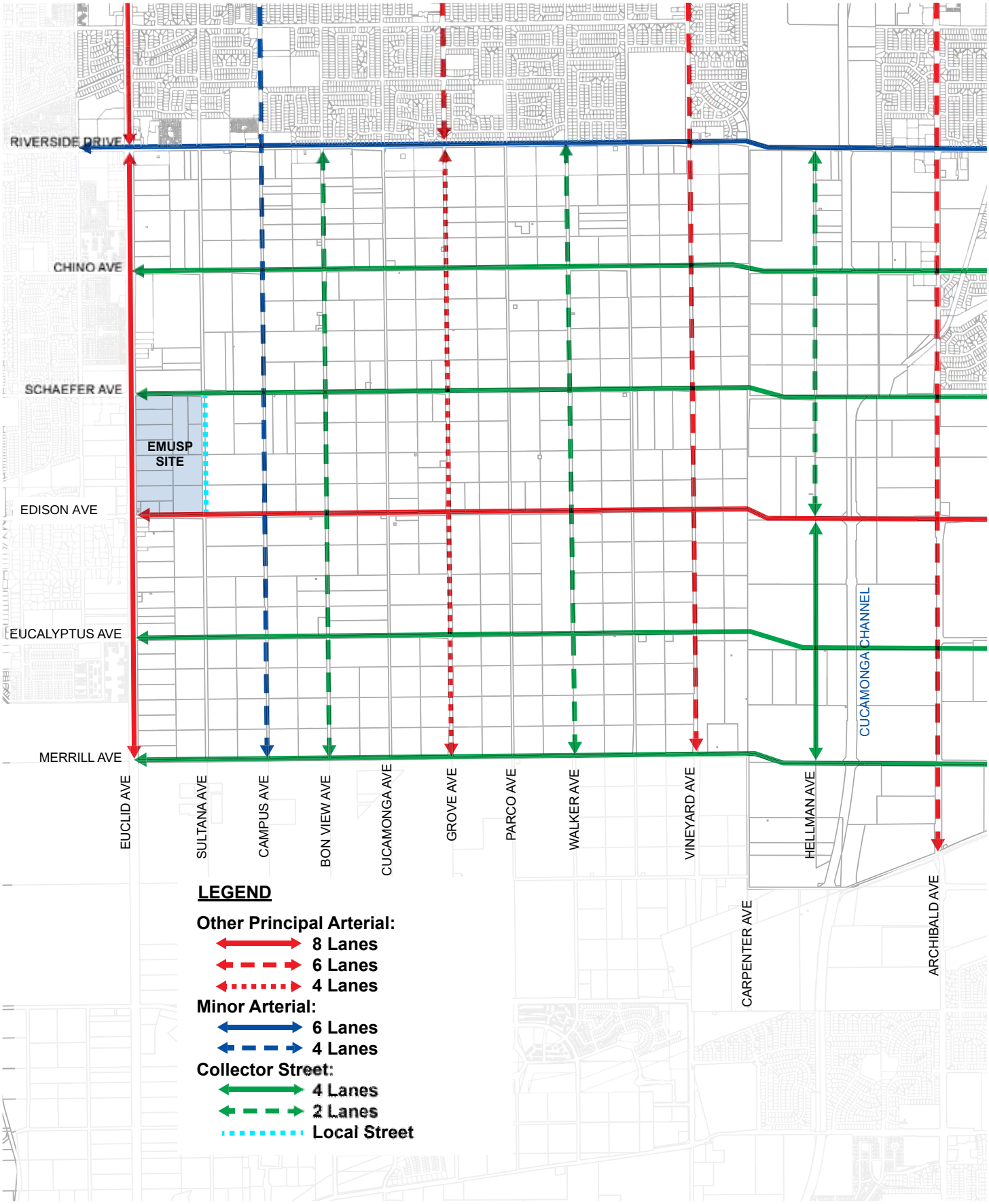
Not to scale



Source: Euclid Mixed Use Specific Plan, 2023, Figure 3.3 Circulation Plan

FIGURE 3-8: Circulation Plan
Euclid Mixed Use Specific Plan

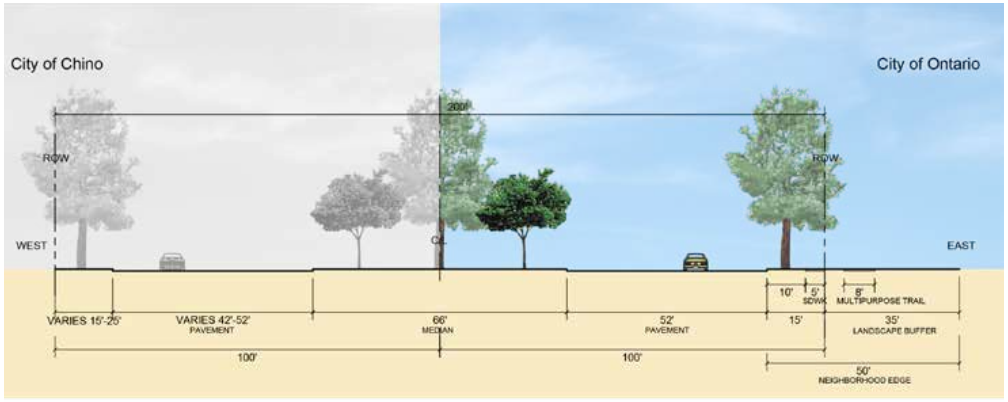
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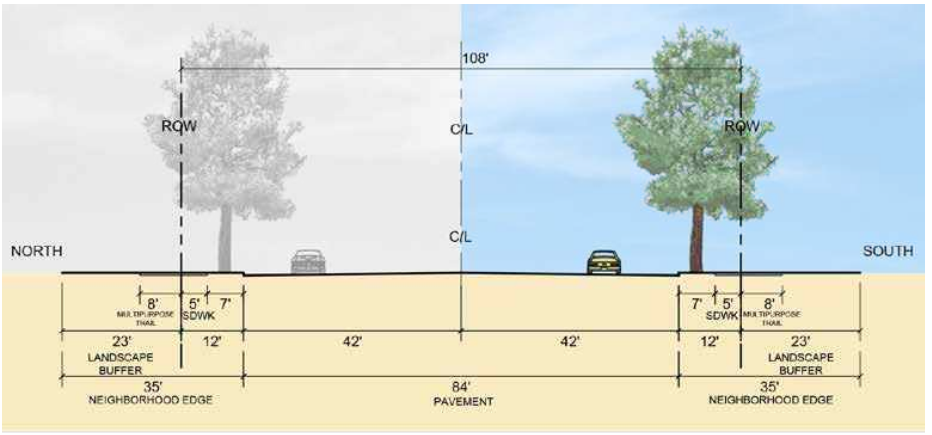
Source: Euclid Mixed Use Specific Plan, 2023, Figure 3.2 City of Ontario Road Classification System

FIGURE 3-9: City of Ontario Road Classification System
Euclid Mixed Use Specific Plan

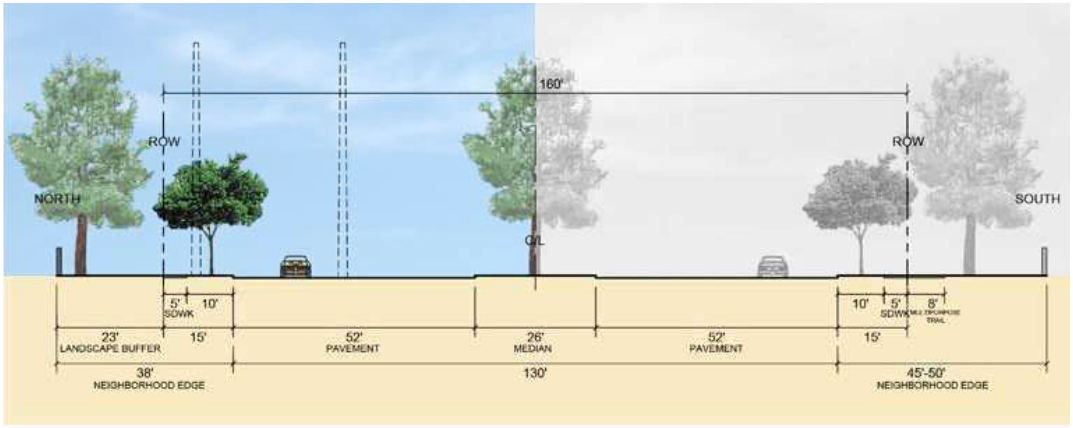
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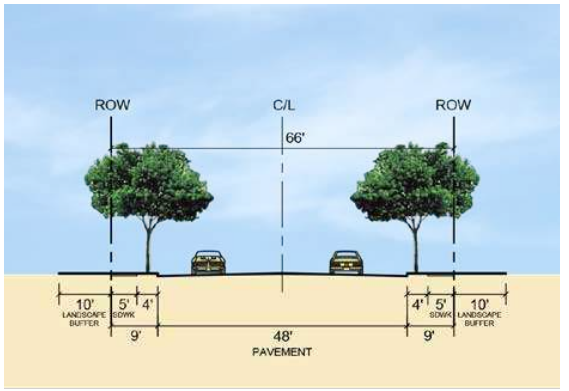
EUCLID AVENUE



SCHAEFER AVENUE



EDISON AVENUE



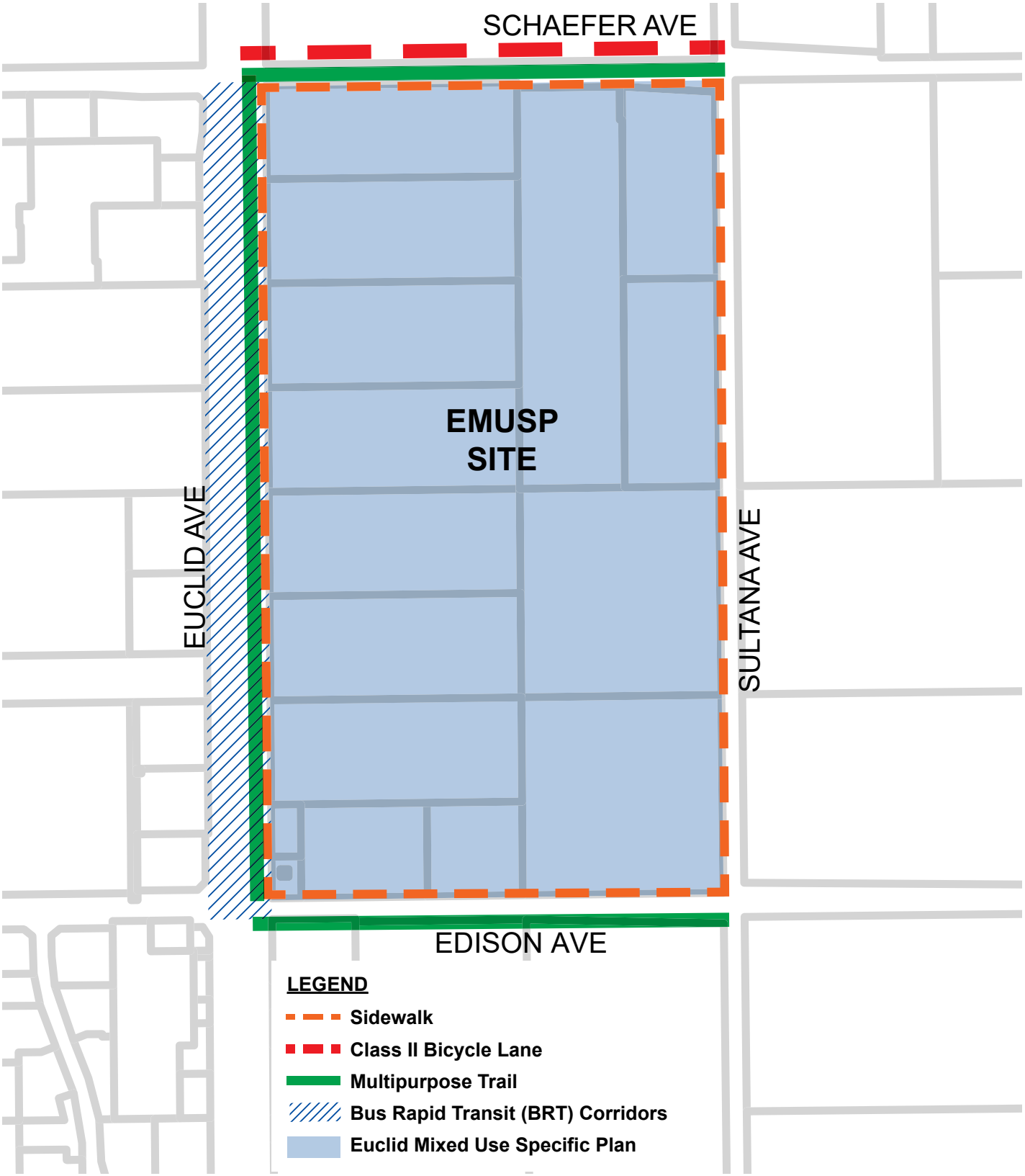
SULTANA AVENUE

Source: Euclid Mixed Use Specific Plan, 2023, Figure 3.4 through Figure 3.7

FIGURE 3-10: Street Sections
Euclid Mixed Use Specific Plan

Not to scale

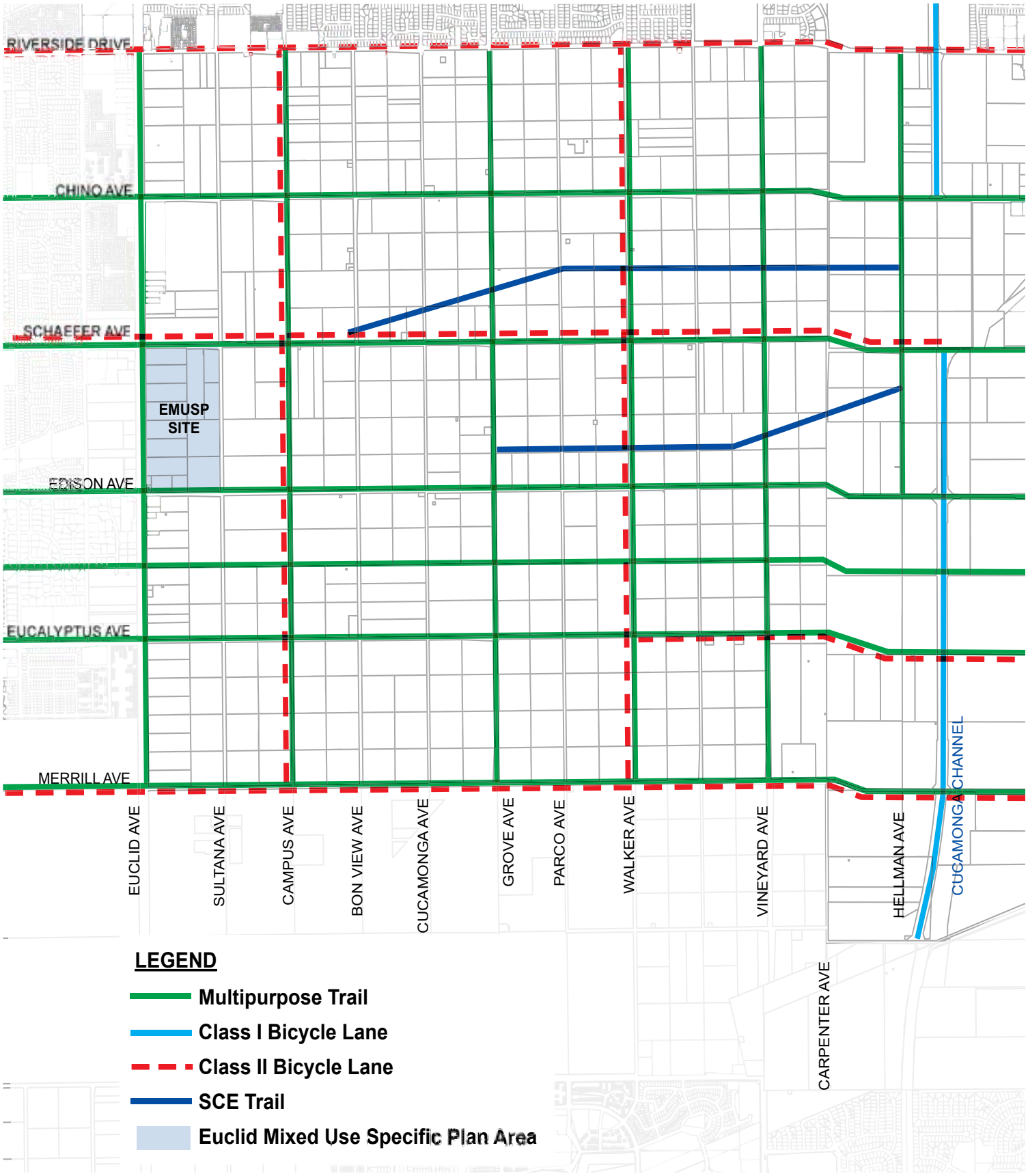
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Source: Euclid Mixed Use Specific Plan, 2023, Figure 3.9 Bicycle and Pedestrian Plan

FIGURE 3-11: Bicycle and Pedestrian Plan
Euclid Mixed Use Specific Plan

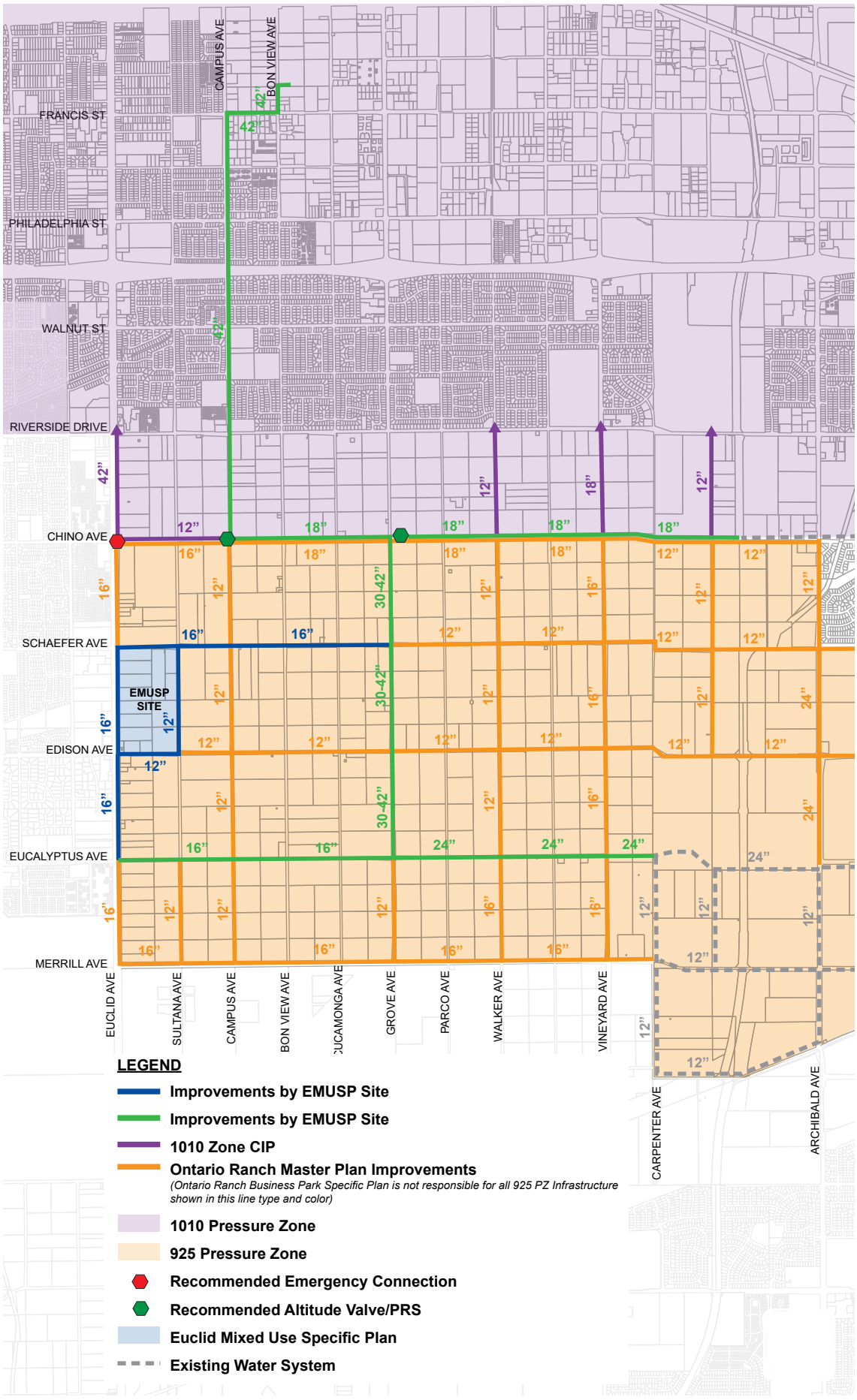
Not to scale



Source: Euclid Mixed Use Specific Plan, 2023, Figure 3.8 City of Ontario Trail and Bicycle Paths Plan

FIGURE 3-12: City of Ontario Trail and Bicycle Paths Plan
Euclid Mixed Use Specific Plan

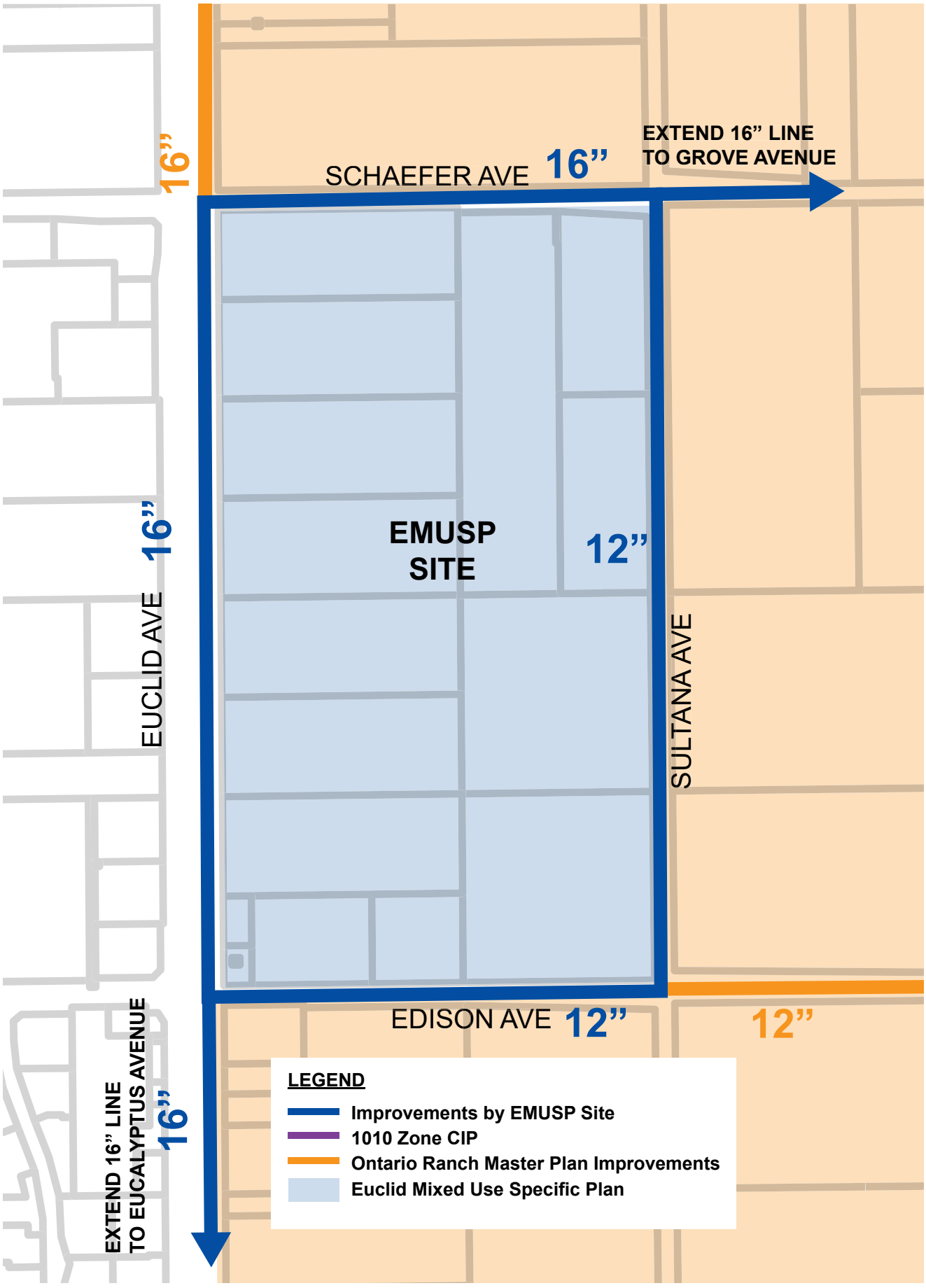
Not to scale



Source: Euclid Mixed Use Specific Plan, 2023, Figure 3.10 City of Ontario Ultimate Water System

FIGURE 3-13: City of Ontario Ultimate Water System
Euclid Mixed Use Specific Plan

Not to scale

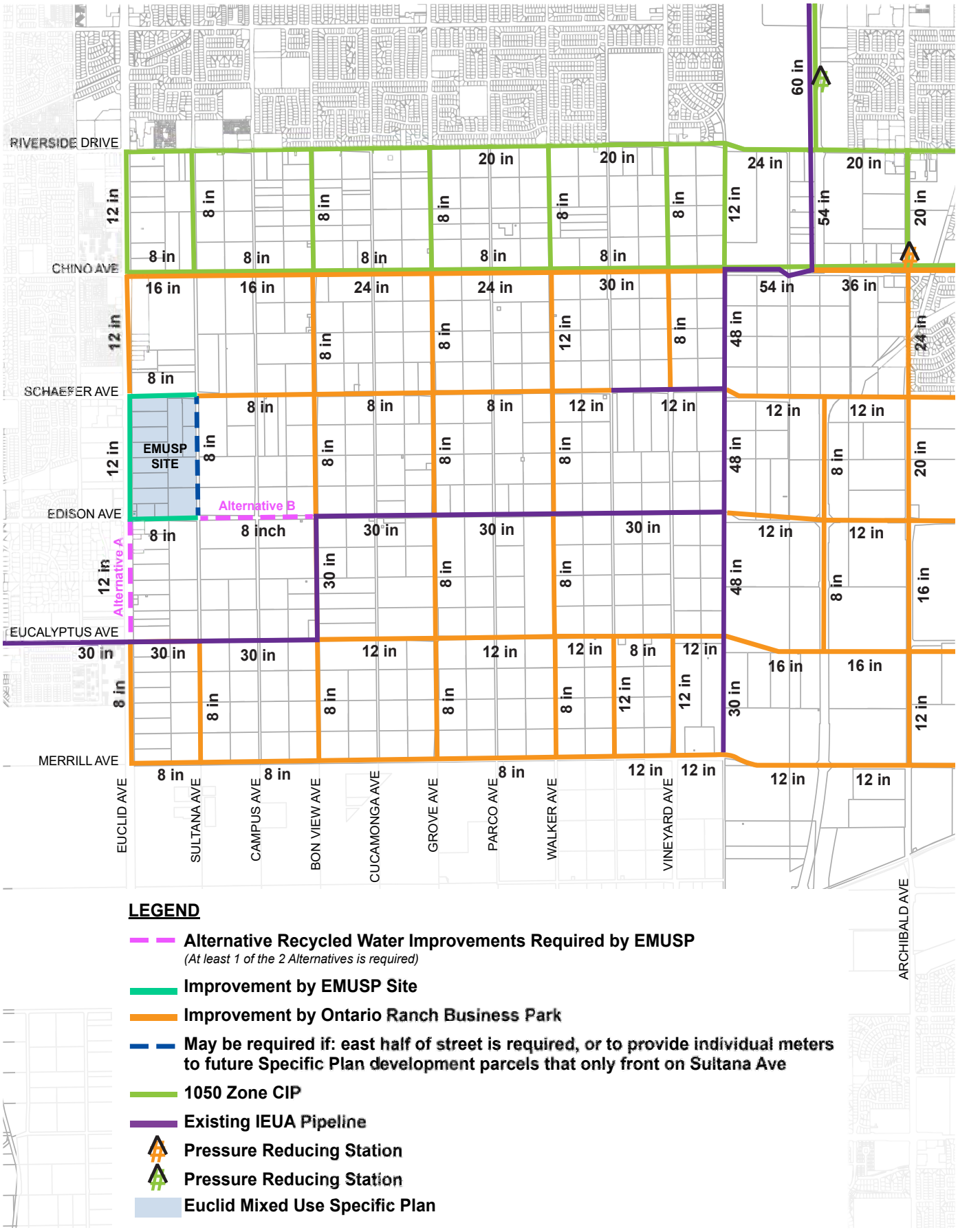


Source: Euclid Mixed Use Specific Plan, 2023, Figure 3.11 Specific Plan Domestic Water System

FIGURE 3-14: Domestic Water Plan
Euclid Mixed Use Specific Plan

Not to scale

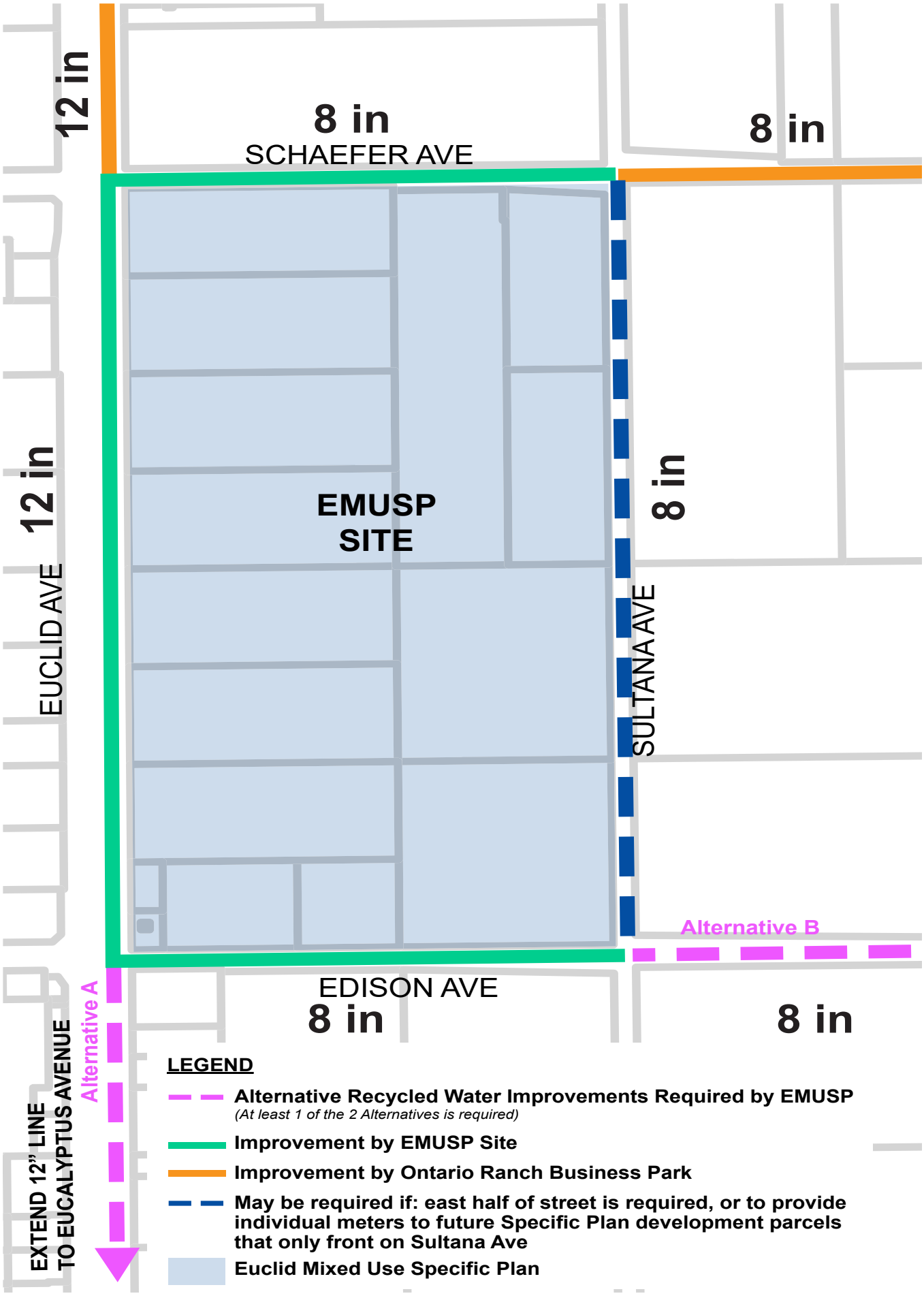
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Source: Euclid Mixed Use Specific Plan, 2023, Figure 3.12 City of Ontario Ultimate Recycled Water System

FIGURE 3-15: City of Ontario Future Recycled Water System
Euclid Mixed Use Specific Plan

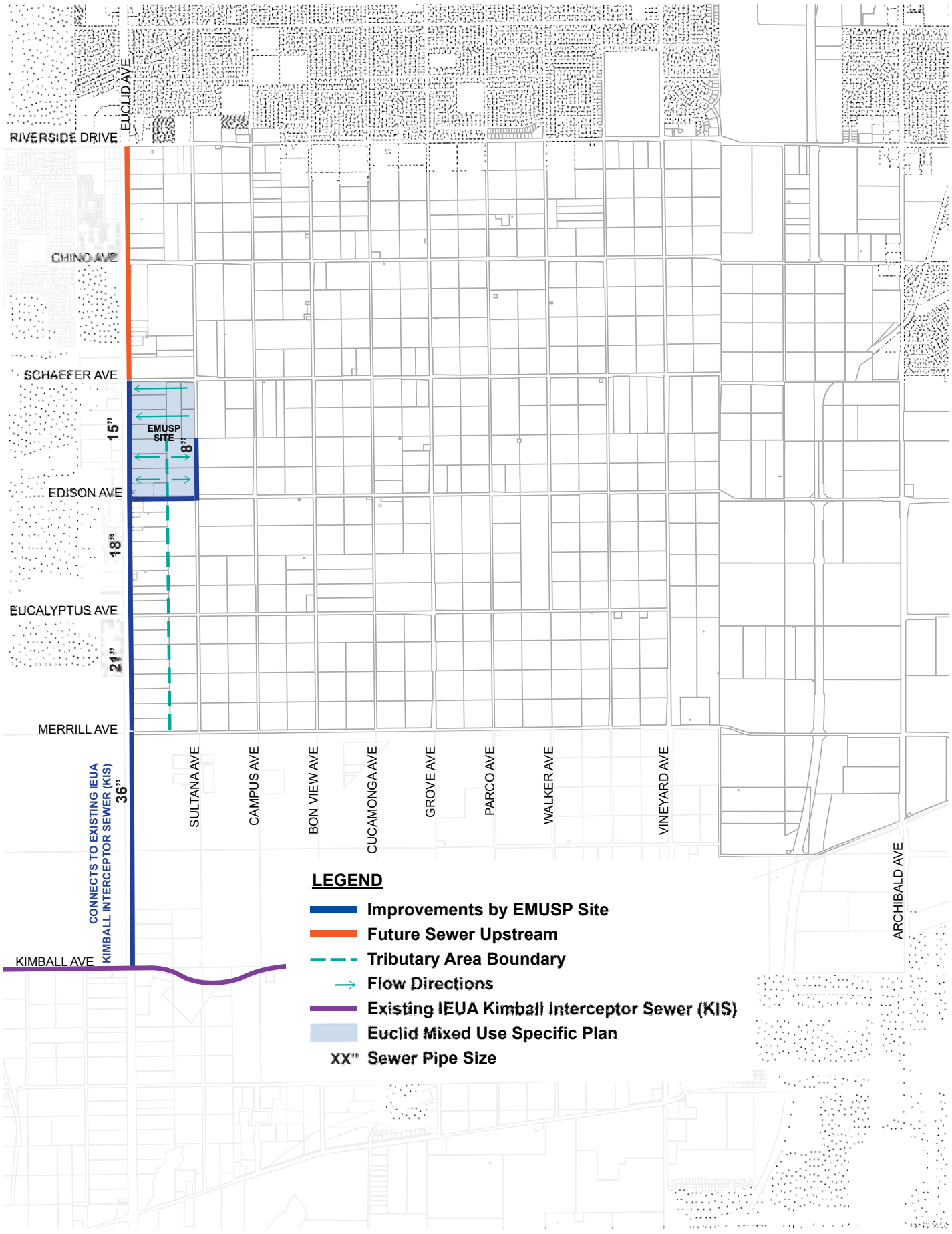
Not to scale



Source: Euclid Mixed Use Specific Plan, 2023, Figure 3.13 Specific Plan Recycled Water System

FIGURE 3-16: Specific Plan Recycled Water Plan
Euclid Mixed Use Specific Plan

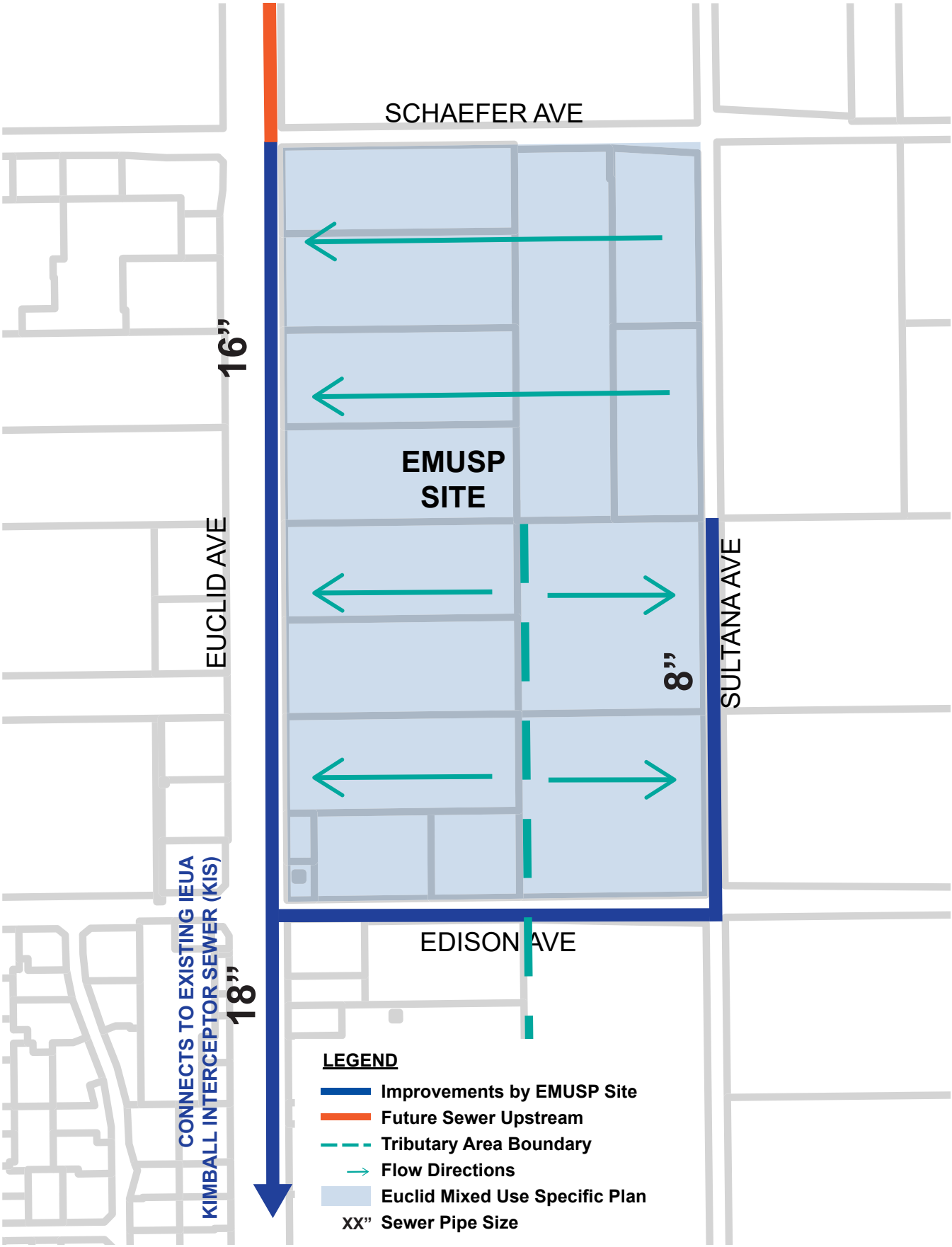
Not to scale



Source: Euclid Mixed Use Specific Plan, 2023, Figure 3.15 City of Ontario Ultimate Sewer System

FIGURE 3-17: City of Ontario Ultimate Sewer System
Euclid Mixed Use Specific Plan

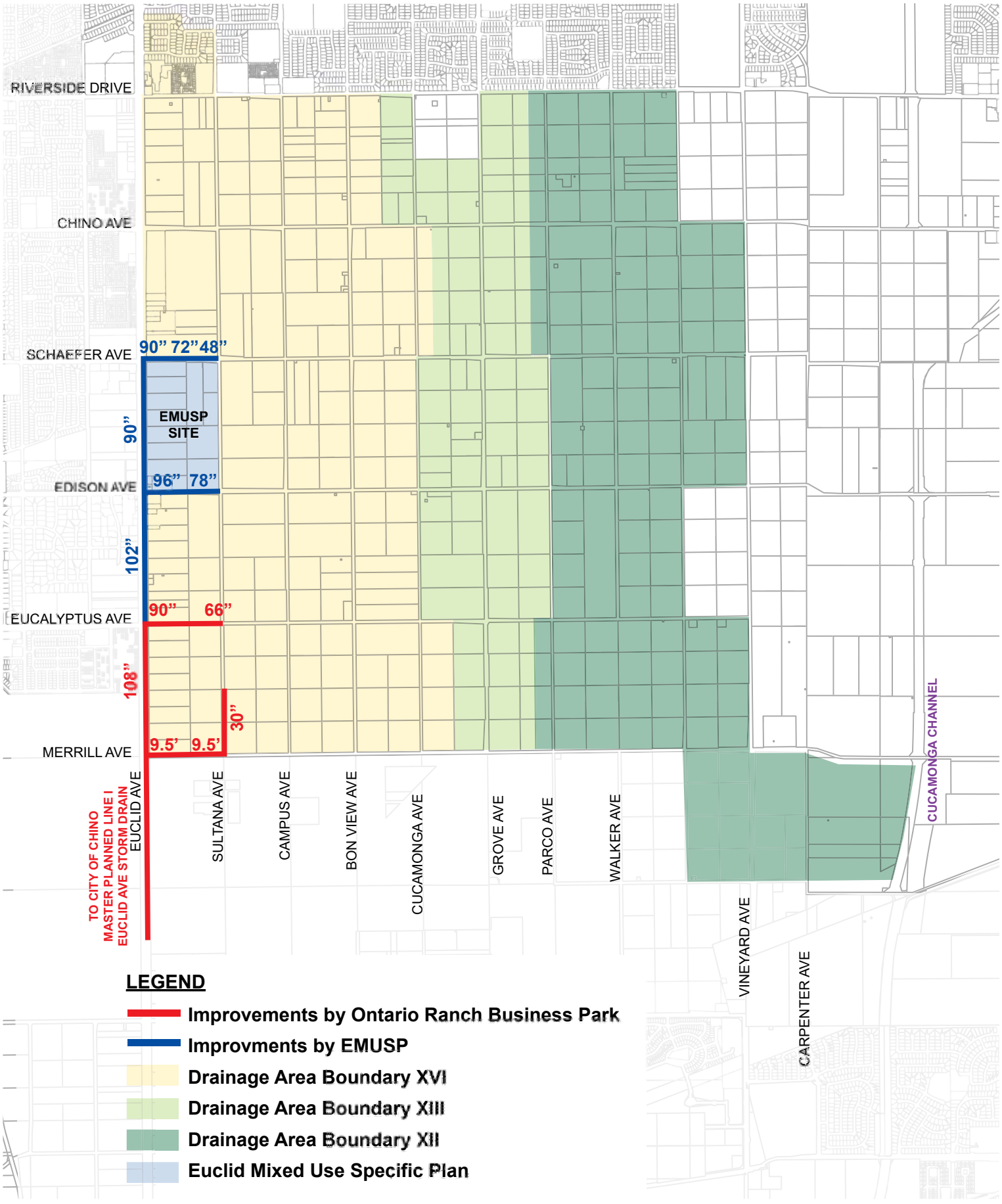
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Source: Euclid Mixed Use Specific Plan, 2023, Figure 3.16 Specific Plan Sewer Plan

FIGURE 3-18: Sewer Plan
Euclid Mixed Use Specific Plan

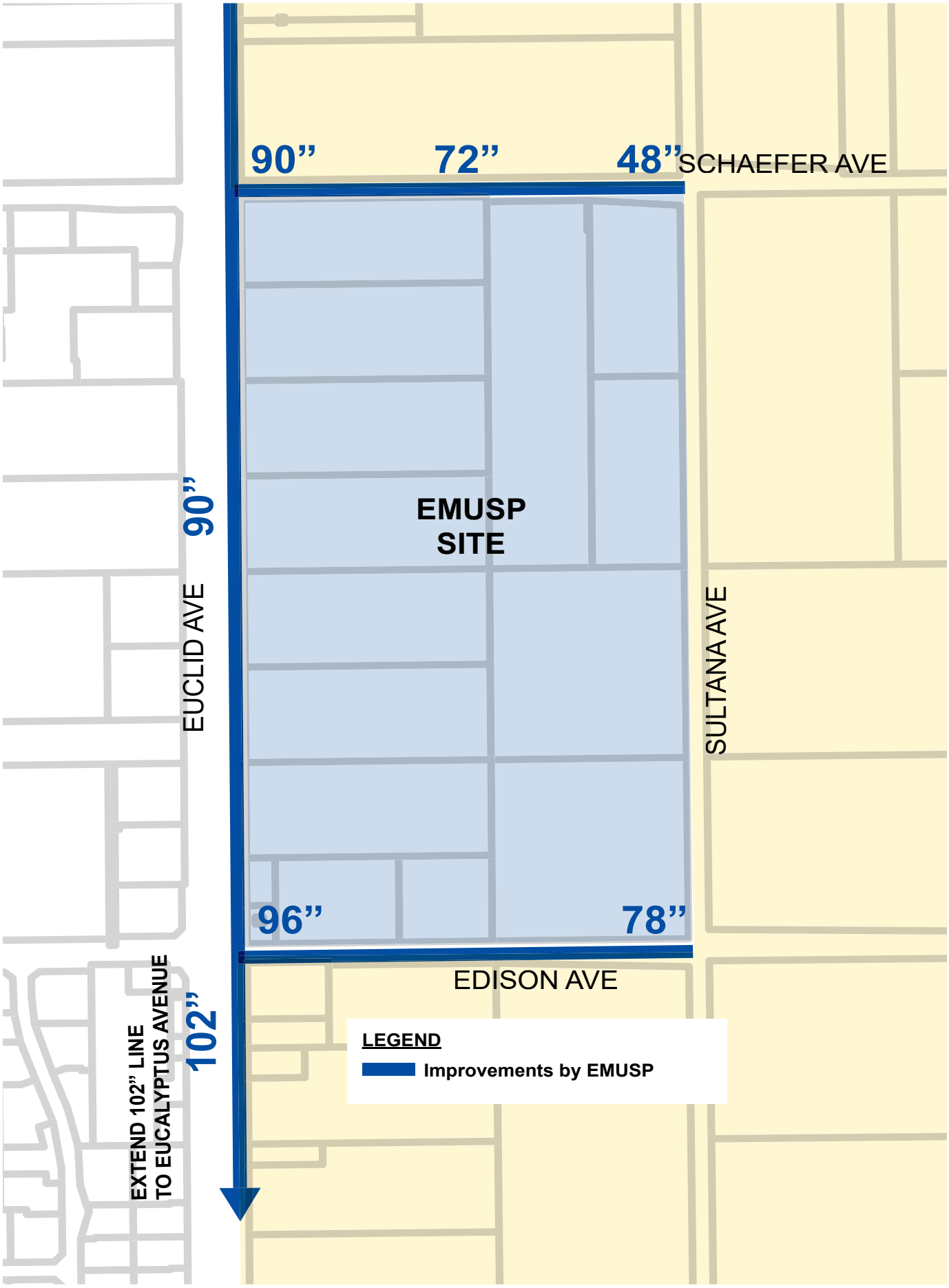
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Euclid Mixed Use Specific Plan, 2023, Figure 3.20 City of Ontario Ultimate Storm Drain System

FIGURE 3-19: City of Ontario Ultimate Storm Drain System
Euclid Mixed Use Specific Plan

Not to scale

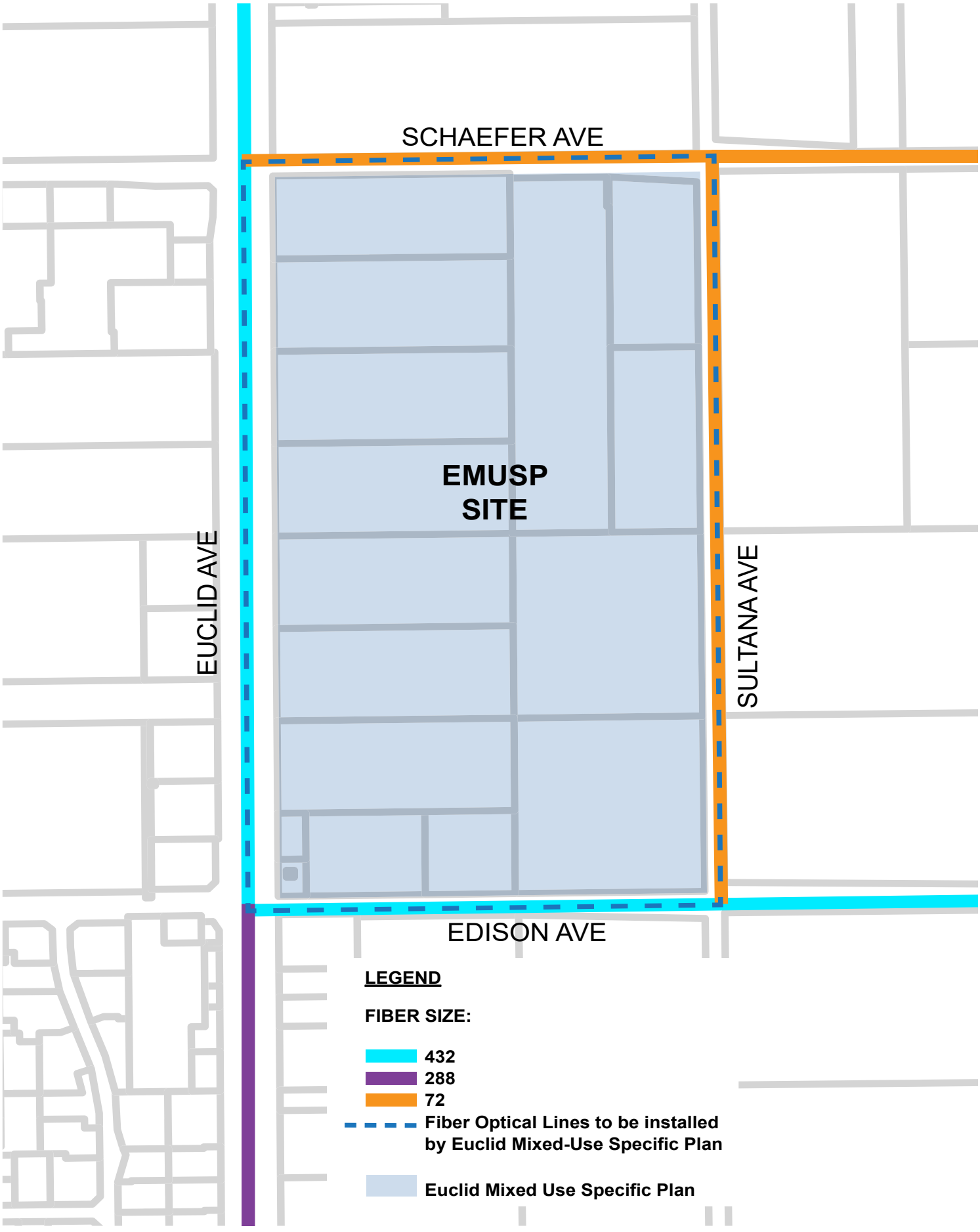


Euclid Mixed Use Specific Plan, 2023, Figure 3.21 Specific Plan Storm Drain Plan

FIGURE 3-20: Storm Drain Plan
Euclid Mixed Use Specific Plan

Not to scale

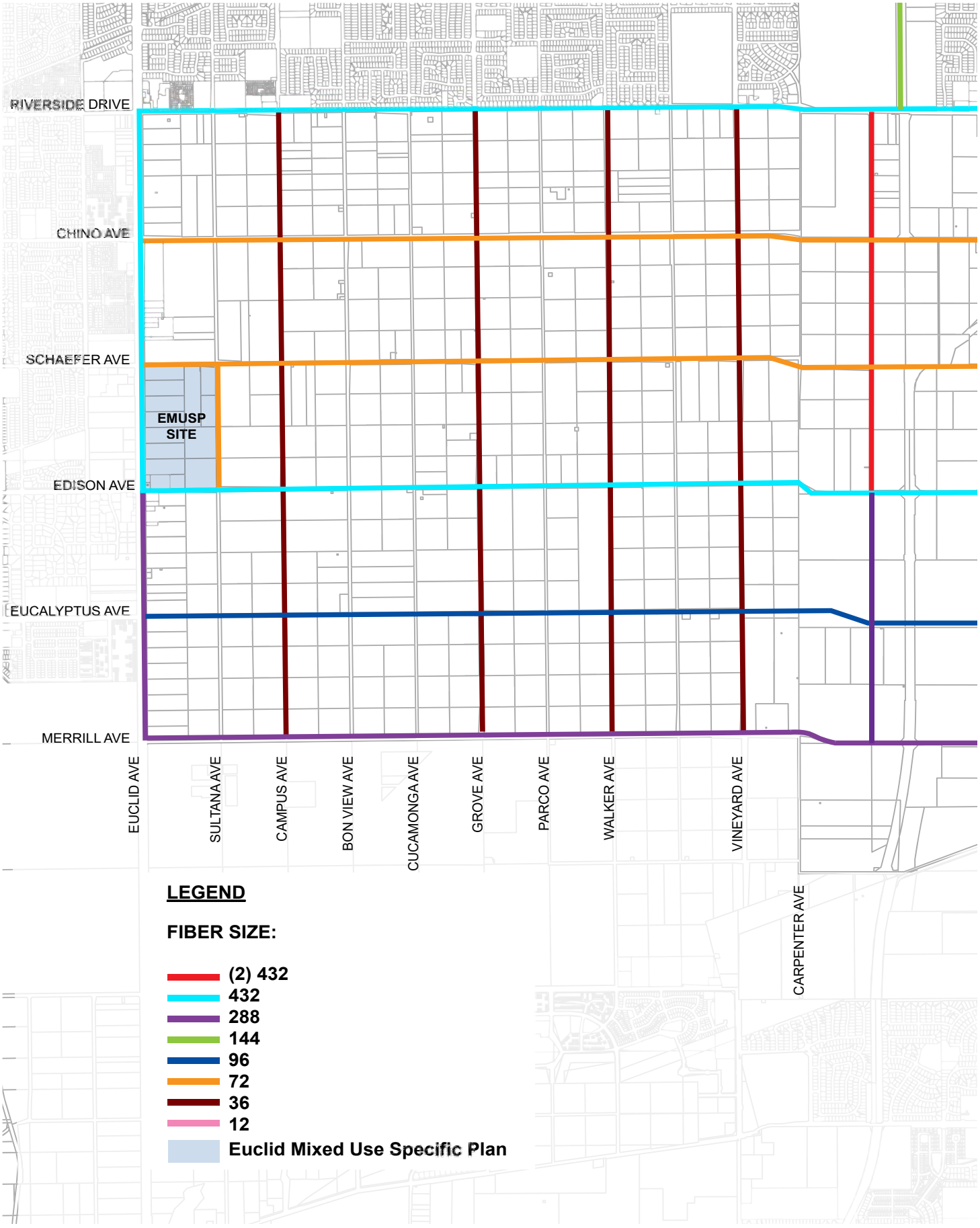
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Euclid Mixed Use Specific Plan, 2023, Figure 3.19 Specific Plan Fiber Optic Plan

FIGURE 3-21: Fiber Optic Plan
Euclid Mixed Use Specific Plan

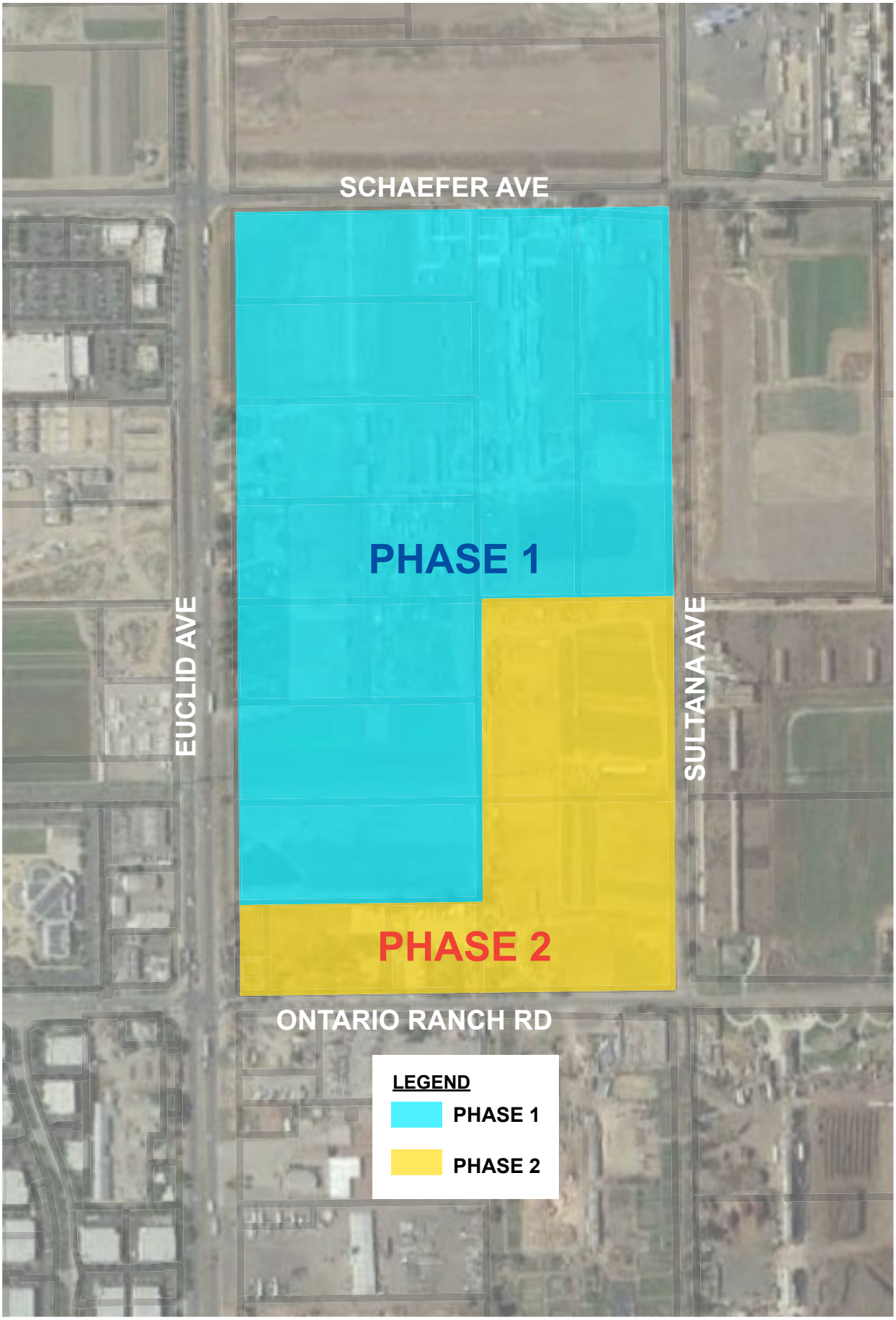
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6 R X U Euclid Mixed Use Specific Plan, 2023, Figure 3.18 City of Ontario Ultimate Fiber Optical System

FIGURE 3-22: City of Ontario Ultimate Fiber Optical System
Euclid Mixed Use Specific Plan

Not to scale



6 R X U Euclid Mixed Use Specific Plan, 2023, Figure 3.22 Specific Plan Phasing Plan

FIGURE 3-23: Conceptual Phasing Plan
Euclid Mixed Use Specific Plan

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4.0 ENVIRONMENTAL IMPACT ANALYSIS

This section examines the environmental setting of the Euclid Mixed Use Specific Plan Project (Project), analyzes the Project's effects and the significance of its impacts, and recommends mitigations measures to reduce or avoid impacts. This section contains separate sections for each environmental resource area that was determined to need further study in this Draft Environmental Impact Report (EIR). This scope was determined through the Notice of Preparation (NOP), which was published February 10, 2023 (see ***Appendix A***), and through public and agency comments received during the NOP comment period from February 10, 2023, to March 13, 2023 (see ***Appendix A***). Additionally, a scoping meeting was held on February 22, 2023. Environmental resource areas and their corresponding sections are:

- Section 4.1: Aesthetics
- Section 4.2: Agriculture and Forestry Resources
- Section 4.3: Air Quality
- Section 4.4: Biological Resources
- Section 4.5: Cultural Resources
- Section 4.6: Energy
- Section 4.7: Geology and Soils
- Section 4.8: Greenhouse Gas Emissions
- Section 4.9: Hazards and Hazardous Materials
- Section 4.10: Hydrology and Water Quality
- Section 4.11: Land Use and Planning
- Section 4.12: Noise
- Section 4.13: Population and Housing
- Section 4.14: Public Services
- Section 4.15: Transportation
- Section 4.16: Tribal Cultural Resources
- Section 4.17: Utilities and Service Systems

Sections 4.1 through ***Section 4.17*** provide a detailed discussion of the environmental setting, effects associated with the Project, and mitigation measures designed to reduce significant impacts where required and when feasible. The residual impacts following the implementation of any mitigation measure are also discussed.

During the scoping period it was also determined that certain thresholds under an environmental resource area would not be significantly affected by implementation of the Project. These resource areas, Mineral Resources, Recreation, and Wildfire, are discussed in ***Section 7.0: Effects Found Not to be Significant***.

4.0.1 Approach to Environmental Analysis

Organization of Environmental Analysis

Each potentially significant environmental resource area is addressed in a separate EIR Section (***Section 4.1*** through ***4.17***) and is organized into the following subsections:

1. Introduction
2. Environmental Setting
3. Regulatory Setting
4. Impact Thresholds and Significance Criteria

5. Plans, Programs, and Policies
6. Impacts and Mitigation Measures
7. Cumulative Impacts
8. Significant Unavoidable Impacts
9. References

In addition, ***Section 1.0: Executive Summary***, has ***Table 1-1: Summary of Significant Environmental Impacts and Proposed Mitigation Measures*** that summarizes all impacts by environmental resource.

Terminology Used in this Draft EIR

The threshold of significance is identified for each impact in this Draft EIR. Although the criteria for determining significance are different for each topic area, the environmental analysis applies a uniform classification of the impacts based on definitions consistent with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines.

- **No Impact.** The project would not change the environment.
- **Less than significant impact.** The project would not cause any substantial, adverse change in the environment.
- **Less than significant with mitigation incorporated.** The EIR includes mitigation measures that avoid substantial adverse impacts on the environment.
- **Significant and unavoidable.** The project would cause a substantial adverse effect on the environment, and no feasible mitigation measures are available to reduce the impact to a less than significant level.

4.0.2 Cumulative Impact Methodology

State CEQA Guidelines Section 15130 states that cumulative impacts shall be discussed where they are significant. It further states that this discussion shall reflect the level and severity of the impact and the likelihood of occurrence, but not in as great a level of detail as that necessary for the project alone. State CEQA Guidelines Section 15355 defines cumulative impacts as "...two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts." Cumulative impacts represent the change caused by the incremental impact of a project when added to other proposed or committed projects in the vicinity.

The State CEQA Guidelines Section 15130(b)(1) states that the information utilized in an analysis of cumulative impacts should come from one of two sources:

A. A list of past, present and probable future projects producing related cumulative impacts, including, if necessary, those projects outside the control of the agency.

B. A summary of projections contained in an adopted local, regional, or statewide plan, or related planning document, that describes or evaluates conditions contributing to the cumulative effect.

The cumulative impact analysis in this Draft EIR uses a hybrid approach of both Method A and Method B. Method A uses a quantitative analysis approach, compiling a list of past, present, and probable future projects producing related or cumulative impacts including, if necessary, those projects outside the control of the agency. Method B uses the City's General Plan which was comprehensively updated and adopted as The Ontario Plan (TOP) 2050 on August 16, 2022. TOP 2050 states long-term goals, principles, and policies for achieving Ontario's Vision. It guides growth and development to achieve optimum results from the City's physical, economic, environmental, and human resources.[1] Cumulative impact analyses will use the projections in the TOP and other long-range planning documents–such as Ontario's 2020 Urban Water Management Plan for water supply and the Southern California Association of Government's (SCAG) 2020–2045 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) for land use and planning. A list of cumulative projects surrounding the Project area and their land use summary can be found in the Traffic Analysis Study (**Appendix I).** These projects are further described below in ***Table 4 1: Related Approved and Pending Projects*.**

Cumulative impact analyses for several topical sections are also based on the most appropriate geographic boundary for the respective impact. For example, cumulative hydrological impacts are based on the area's watershed (Santa Ana River Watershed), and wastewater impacts are based on the Inland Empire Utilities Agency (IEUA) service boundary, which includes other jurisdictions besides the City of Ontario. The approach is further discussed below and in each respective topical section. Several potential cumulative impacts that encompass regional boundaries (e.g., air quality, greenhouse gases, traffic) have been addressed in the context of various regional plans and their significance thresholds. The following is a summary of the approach and extent of cumulative impacts, which is further detailed in each topical environmental section.

- **Aesthetics.** Aesthetic impacts are assessed relative to a project's viewshed, state and local regulations and/or planning documents.
- **Agriculture and Forestry Resources.** Agriculture and forestry resources impacts are assessed relative to federal, state, and local agricultural and forestry resource regulations.
- **Air Quality.** Air quality impacts are based on the regional boundaries of the South Coast Air Basin.
- **Biological Resources.** Regional evaluation considering regional habitat loss, protected species, and wildlife corridors, based primarily upon the San Bernardino Valley area.
- **Cultural Resources.** Cultural resources impacts are site specific and generally do not combine to result in cumulative impacts. The cumulative analysis of historical resources includes the Project site and immediately surrounding area.
- **Energy.** Energy impacts are assessed based on state and regional regulatory compliance and evaluate the use of electricity and natural gas.
- **Geology and Soils.** Geologic and soils impacts are site specific and generally do not combine to result in cumulative impacts.

[1] Note that the City's TOP2050 Final Supplemental EIR evaluated cumulative build-out of the City based upon TOP 2050 land uses. As the proposed Project is consistent with TOP 2050 land uses, the City's TOP 2050 Final Supplemental EIR is hereby incorporated by reference for evaluation of cumulative build-out impacts.

- **Greenhouse Gas (GHG) Emissions.** Potential GHG impacts are not bounded by geography but affect global climate change. The assessment of cumulative GHG impacts, therefore, is based on consistency with regional plans and per-capita GHG reduction thresholds to achieve targeted reductions.
- **Hazards and Hazardous Materials.** Cumulative analysis highlights the regulatory requirements related to both airport hazards and wildfire hazards. Project impacts, however, are site specific, and generally would not combine with impacts of other projects to result in cumulatively considerable impacts.
- **Hydrology and Water Quality.** Cumulative hydrological impacts are based on the Santa Ana River Watershed, and water quality impacts are based on potential cumulative impacts on the Chino Groundwater Basin (Chino Basin).
- **Land Use and Planning.** Cumulative analysis is based on applicable jurisdictional boundaries and related plans, including TOP 2050, Ontario International Airport Land Use Compatibility Plan, and regional land use planning based on the SCAG 2020-2045 RTP/SCS.
- **Noise.** Cumulative traffic noise is assessed relative to applicable City General Plan noise-level standards. The study area is aligned with the traffic study area.
- **Population and Housing.** Cumulative impacts are assessed relative to citywide jobs-housing balances, applicable city general plan (including housing element), regional plans (RTP/SCS), and population/housing projections.
- **Public Services.** Cumulative impacts are based on a potentially related development within the applicable service provider boundaries (Ontario Fire Department and Police Department) and assessed relative to applicable plans and projections.
- **Transportation.** The traffic study considers both Project-specific impacts and the Project's cumulative contribution to traffic in the Project vicinity. To assess cumulative traffic conditions, existing traffic is combined with Project trips, regional ambient growth, and trips generated by the projects specified in ***Table 4-4: Cumulative Development Land Use Summary,*** of the Traffic Analysis Study (**Appendix I** of this Draft EIR). Future traffic forecasts also include the effects of related projects expected to be implemented in the vicinity of the Project site prior to the buildout date of the Project. A total of 63 cumulative projects were identified in the study area and are listed in ***Table 4-1: Related Approved and Pending Projects*** and shown on ***Figure 4-1: Related Approved and Pending Projects***, below.
- **Tribal Cultural Resources.** Considers Native American territory that includes the Project site, as provided by the Native American Heritage Commission.
- **Utilities and Service Systems.** Water supply and distribution system impacts would be contiguous with IEUA service area. Wastewater conveyance and treatment would be contiguous with the IEUA service area. Cumulative impacts related to stormwater drainage would be contiguous with Upper Santa Ana River basin hydrologic units and the Santa Ana Regional Water Quality Control Board service area. Solid waste collection and disposal services would be contiguous with the City and natural gas and electricity services would be contiguous with the Southern California Gas Company and Southern California Edison service areas, respectively.

- **Wildfire.** Wildfire impacts are analyzed through regulatory compliance at the federal, state, and local levels. Fire Hazard Severity Zones are determined by CalFire.

Related Projects

The list of related projects was prepared based on data received from the City of Ontario, City of Chino, City of Chino Hills, City of Eastvale, and City of Jurupa Valley. A total of 63 cumulative projects were identified in the study area for the traffic study, shown on ***Table 4-1*** and ***Figure 4-1*** below. These related projects are expected to be implemented in the vicinity of the Project site prior to the buildout date of the Project.

Table 4-1: Related Approved and Pending Projects

No.	Project/Location	Land Use	Quantity Units[1]
City of Ontario			
O1	Ontario Ranch Business Park	Business Park	227.951 TSF
		High-Cube Fulfillment Center Warehouse	913.053 TSF
		High-Cube Cold Storage Warehouse	179.135 TSF
		Warehouse	320.551 TSF
O2	Subarea 29 & Amendment (75% complete)	Single Family Detached	716 DU
		Shopping Center	87.000 TSF
O3	Ontario Ranch Commerce Center	High-Cube Fulfillment Warehouse	1,447.123 TSF
		Business Park	457.904 TSF
O4	South Ontario Logistics Center	Business Park	1,075.235 TSF
		High-Cube Fulfillment Warehouse	2,819.282 TSF
		High-Cube Cold Storage Warehouse	563.857 TSF
		Warehousing	954.218 TSF
O5	Parkside Specific Plan	Single Family Detached	804 DU
		Multifamily Housing (Low-Rise)	2,046 DU
		Park	58.860 AC
O6	Merrill Commerce Center	High-Cube Fulfillment Warehouse	7014.000 TSF
		Business Park	1441.000 TSF
O7	Parente Home Ranch SP	Single Family Detached	270 DU
		Condo/Townhouse	1,872 DU
		General Office	462.281 TSF
		Shopping Center	194.278 TSF
O8	Countryside Armstrong Ranch	Single Family Detached	819 DU
		Armstrong Ranch Single Family Detached	994 DU
O9	The Avenue (50% Complete)	Single Family Detached	2,020 DU
		Multi-Family Attached (Apartments)	586 DU
		Shopping Center	250.000 TSF
O10	Grand Park (80% Complete)	Single Family Detached	Single Family Detached
		Multi-Family Attached (Apartments)	843 DU
O11	West Haven	Single Family Detached	149 DU
		Multifamily Housing	654 DU
		Elementary School	650 STU
		Shopping Center	87.000 TSF
O12	Haven Gateway	General Light Industrial	42.160 TSF
		High-Cube Warehouse	168.640 TSF
O13	PDEV10-008 - Dry Food Storage	Mini-Warehouse	17.000 TSF

No.	Project/Location	Land Use	Quantity Units[1]
O14	Esperanza (50% Complete)	Single Family Detached	914 DU
		Multi-Family Attached (Apartments)	496 DU
O15	Edenglen (50% Complete)	Single Family Detached	310 DU
		Multi-Family Attached (Condo)	274 DU
		Shopping Center	217.520 TSF
		Business Park	550.000 TSF
O17	Tuscana Village	Single Family Detached	176 DU
		Shopping Center	26.000 TSF
City of Chino			
C1	Bickmore Street Residential (TM 18858) (30% complete)	Single Family Detached	185 DU
C2	TM17574 (80% complete)	Condo/Townhouse	108 DU
C3	Pines Community	Single Family Detached	552 DU
		Public Park	3.0 AC
		Self-Storage & RV Storage	120.000 TSF
		Sports Park	41.8 AC
C4	Tract 19980 (Homecoming Phase 4)	Apartments	454 DU
	TTM No. 20166 & 20167	Single Family Detached	148 DU
	Brio & TTM No. 21065 & 20168 (Orchards)	Single Family Detached	239 DU
C5	Farmer Boys	Fast-food w/ Drive-Thru	3.218 TSF
		Shopping Center	2.300 TSF
C6	Euclid & Bickmore Warehouse	Warehousing	205.820 TSF
		General Light Industrial	51.030 TSF
		Business Park	110.620 TSF
C7	Kimball Business Park	Business Park	146.550 TSF
		Multifamily Housing (Low-Rise)	698 DU
		Multifamily Housing (Mid-Rise)	440 DU
C8	Falloncrest at the Preserve	Public Parks	21.60 AC
		General Office	77.597 TSF
		Commercial Retail	77.597 TSF
C9	Chino Parcel Delivery	Parcel Delivery Facility	765.274 TSF
C10	Altitude Business Centre	Warehousing	715.000 TSF
		Light Industrial	255.000 TSF
		Business Park	233.000 TSF
		Self-Storage	110.000 TSF
C11	Majestic Gateway	Specialty Retail	25.000 TSF
		Pharmacy/Drugstore w/ Drive-Thru	13.000 TSF
		Fast-Food w/ Drive-Thru	8.600 TSF
C12	Bouma Residential	Single Family Detached	106 DU
		Condo/Townhouse	94 DU
C13	Fairfield Inn & Suites (PL 17-0060 & PL 17-0061)	Hotel	111 RM
C14	Watson Industrial Park (40% complete)	High-Cube Warehouse	3,889.900 TSF
C15	Chino Business Park	General Light Industrial	165.500 TSF
		Business Park	21.500 TSF
C16	Flores Site	Shopping Center	4.000 TSF
		Gas Station w/ convenience store	16 VFP
		Express Car Wash	5.000 TSF
C17	The Campus at College Park	Church	27.000 TSF
		General Office	16.969 TSF

No.	Project/Location	Land Use	Quantity Units[1]
		Commercial Retail/Restaurants	33.661 TSF
C18	Archibald's (PL 17-0037)	Fast-Food w/ Drive-Thru	3.147 TSF
C19	TM 18972 (80% complete)	Single Family Detached	147 DU
C20	Rancho Miramonte	Single Family Detached	691 DU
		Condo/Townhouse	132 DU
		Neighborhood Retail	21.780 TSF
		Church	400 SEAT
C21	Majestic Chino Heritage	High-Cube Fulfillment Warehouse	1982.700 TSF
		High-Cube Cold Storage Warehouse	100.000 TSF
C22	Church	Church	47.979 TSF
		Daycare	190 STU
C23	Appesetche Residential	Single Family Detached	60 DU
		Condo/Townhouse	160 DU
C24	Tract 19951, 19952, 19953, 19935 & 18479	Single Family Detached	Single Family Detached 151 DU
		Condo/Townhouse	150 DU
C25	Ag. Buffer, Bungalow, Lic. Product, Liberty Deluxe, Lyon 2 & 3	Single Family Detached 474 DU	474 DU
C26	The Preserve Town Center (Blocks 6 and 7)	Multifamily Housing	549 DU
		Office	16.300 TSF
		Shopping Center	36.800 TSF
		Pharmacy w/ Drive-Thru	12.900 TSF
		Supermarket	45.000 TSF
		Fast-Food Restaurant w/ Drive-Thru	6.500 TSF
		Fast Casual Restaurant	13.750 TSF
		Quality Restaurant	13.750 TSF
C27	The Preserve Civic Center	Elementary School	1,200 STU
		Library	10.00 AC
		Community Center 10.00 AC	10.00 AC
		Park	Park 8.00 AC
C28	Euclid & Schaefer Shopping	Commercial Retail + Gas + Car wash	74.756 TSF
City of Eastvale			
E1	The Merge	Warehousing	336.501 TSF
		Shopping Center	4.750 TSF
		Supermarket	30.000 TSF
		Gas Station w/ convenience store	16 VFP
		Pharmacy/Drugstore w/ Drive-Thru	14.600 TSF
		Fast-Food w/ Drive-Thru	6.000 TSF
		Automated Car Wash	4.000 TSF
		Fast-Food without Drive-Thru	7.750 TSF
		Coffee/Donut Shop w/ Drive-Thru	2.500 TSF
E2	TR29997	Single Family Detached	122 DU
E3	13-0632 - Sumner Residential (Stratham Homes)	Single Family Detached	129 DU
		Condo/Townhouse	243 DU
E4	TR35751	General Light Industrial	738.430 TSF
E5	PP23219 (PM35865) (50% complete)		
E6	Eastvale Shopping Center	Free-Standing Discount Superstore	192.000 TSF
		Specialty Retail	9.200 TSF
		Fast-Food without Drive-Thru	7.200 TSF
		Coffee/Donut Shop w/ Drive Thru	2.000 TSF

No.	Project/Location	Land Use	Quantity Units[1]
		Fast-Food w/ Drive-Thru	3.500 TSF
		Gas Station w/Convenience Store & Car Wash	16 VFP
E7	Van Leeuwen	Single Family Detached	224 DU
E8	SP00358 - The Ranch at Eastvale	Shopping Center	267.200 TSF
		General Light Industrial	801.500 TSF
		Business Park	1,121.100 TSF
E9	SC Limonite, LLC	Single Family Detached	330 TSF
E10	Leal Master Plan	Lifestyle Center (Commercial)	1,300.000 TSF
		General Commercial	225.000 TSF
		Office	920.000 TSF
		Hotel	450 RM
		High Density Residential	500-660 DU
E11	Eastvale Commerce Center	Shopping Center	650.000 TSF
E12	S. Milliken Warehouse	High-Cube Warehouse	280.000 TSF
E13	15-1508 - Industrial Warehouse	Warehousing	155.000 TSF
City of Chino Hills			
CH1	Vila Borba Specific Plan (TR 16414)	Single Family Detached	172 DU
CH2	Country Club Villas	Condo/Townhouse	46 DU
CH3	The Goddard School	Daycare	10.587 TSF
CH4	Heritage Professional Center	Hospital	55.000 TSF
		Medical Office Building	86.952 TSF
		Hotel	120 RM
		Shopping Center	38.848 TSF
		Restaurant	7.200 TSF

Source: ***Appendix I1***, Table 4-4.
[1]TSF = Thousand Square Feet; DU = Dwelling Unit; VFP = Vehicle Fueling Position ; AC = Acres; RM = Rooms

Please refer to ***Sections 4.1*** through ***4.17*** of this Draft EIR for a discussion of the cumulative impacts associated with development and growth in the City and region for each environmental resource.

4.1 AESTHETICS

4.1.1 Introduction

The purpose of this section is to describe the existing regulatory and environmental conditions related to aesthetics and other visual resources in the vicinity of the Euclid Mixed Use Specific Plan Project (Project), within the City of Ontario (City). This section of the Draft Environmental Impact Report (EIR) identifies potential impacts that could result from the Project. This chapter discusses the visual changes that would occur upon implementation of the Project, and as necessary, recommends mitigation measures to avoid and/or reduce the significance of impacts. Aesthetic and other visual resources include both natural and built environments. Impacts are discussed in terms of the changes that would result from Project implementation and includes analysis of adverse effects on a scenic vista(s), changes to scenic resources (e.g., trees, rock outcroppings, or historic buildings) within a state scenic highway, and/or degradation of the sites or the surrounding visual character. Impacts could also result from the creation of a new source of substantial light or glare.

This Section and environmental discussion use information from the following City documents:

- The Ontario Plan 2050
- City of Ontario Municipal Code
- City of Ontario TOP 2050 Final Supplemental EIR

Visual Resource Terminology and Concepts

When viewing a landscape, people can have different responses to that landscape based on what is seen, their expectations of views, and because of proposed or current changes to the visual landscape. Viewer responses will vary based upon the viewer's values, familiarity, concern, or expectations of that landscape as well as the scenic quality. Because each person's attachment to and value for a landscape is unique, visual changes to that landscape inherently affect viewers differently. Nonetheless, generalizations can be made about viewer sensitivity to scenic quality and visual changes. Recreational users (e.g., hikers, equestrians, tourists, and people driving for pleasure) generally have high concern for scenery and landscape character. People commuting daily through the same landscape generally have a moderate concern for scenery, while people working at an industrial site would generally have a lower concern for scenic quality or changes to existing landscape character. Regarding travelers navigating through a landscape, the visual sensitivity of these types of viewers is affected by the travel speed at which they are moving, the landscape they are viewing, and area in which they are traveling, for example, an interstate or scenic highway. Other considerations may include changes as seen by viewers from hiking trails or stationary viewers from a residence.

The visual sensitivity of a viewer also is affected by variables such as the viewing distances to the landscape. For example, a project feature or natural environment can be perceived differently by people depending on the distance the observer is from the viewed object. At closer ranges greater detail of an object or landscape is visible. In these instances, changes to viewed object have a greater potential to influence the visual quality of the object because changes to form or scale (the object's relative size in

relation to the viewer) are more noticeable. When the same object is viewed at background distances, details may be imperceptible while changes to the overall forms of terrain and vegetation may be evident. In the middle ground, some detail is evident (e.g., the foreground), and landscape elements are seen in context with landforms and vegetative patterns (e.g., the background). Nonetheless, changes in views from all distances can result in negative consideration from viewers.

Specific terms and concepts are used to assess the visual elements, aesthetic setting, and potential for a project to have effects on visual resources. These terms are included in the discussions throughout this section and are listed below.

Scenic Vista. An area that is designated, signed, and accessible to the public for the express purposes of viewing and sightseeing. This includes any such areas designated by a federal, state, or local agency.

Scenic Highway. Any stretch of public roadway that is designated as a scenic corridor by a federal, state, or local agency.

Sensitive Receptors. Viewer responses to visual settings are inferred from a variety of factors, including distance and viewing angle, types of viewers, number of viewers, duration of view, and viewer activities. The viewer type and associated viewer sensitivity are distinguished among project viewers in recreational, residential, commercial, military, and industrial areas. Viewer activities can range from a circumstance that encourages a viewer to observe the surroundings more closely (such as recreational activities) to one that discourages close observation (such as commuting in heavy traffic). Viewers in recreational areas are considered to have high sensitivity to visual resources. Residential viewers generally have moderate sensitivity but extended viewing periods. Viewers in commercial, military, and industrial areas are generally considered to have low sensitivity.

Viewshed. A project's viewshed is defined as the surrounding geographic area from which the project is likely to be seen, based on topography, atmospheric conditions, land use patterns, and roadway orientations. "Project viewshed" is used to describe the area surrounding a project site where a person standing on the ground or driving a vehicle can view the project site.

Visual character typically consists of landforms, vegetation, water features, and cultural modifications that impart an overall visual impression of an area's landscape. Scenic areas typically include open space, landscaped corridors, and viewsheds. Visual character is influenced by many different landscape attributes including color contrasts, landform prominence, repetition of geometric forms, and uniqueness of textures among other characteristics.

4.1.2 Environmental Setting

Visual Setting

The Project site is approximately 84.1 acres in size and is comprised of five planning areas, comprised of rural uses, including a dairy farm and vacant land. The Project would allow for development of approximately 1.6 million square feet (SF) of business park and mixed-use land uses. The Project is also proposed in two phases which are discussed further below. The existing visual character of the Project

area is neither unique nor of special aesthetic value or quality. The Project site area is characterized by agricultural uses, and the topography is moderately flat, sloping from the north to the south. North across Schaefer Avenue is an existing dairy farm; south across Edison Avenue is an existing trucking facility; east across Sultana Avenue is vacant land and an existing trucking facility; west across Euclid Avenue, is the City of Chino with existing commercial and residential uses, and a truck/trailer storage yard.

Scenic Vistas

Scenic vistas are panoramic views of important visual features, as seen from public viewing areas. The Euclid Avenue Corridor and the Mission Boulevard Corridor are primary scenic resources in the City. Euclid Avenue borders the west side of the Project site. Euclid Avenue is a 200-foot wide right of way with a 60-foot-wide landscape median and 15-foot-wide parkways which are used for public activities and civic events. From G Street to I-10 Freeway, there are three lanes of travel in each direction. Visually, Euclid Avenue is the most defining corridor in the City. Mission Boulevard, approximately 3.8 miles north of the Project site, also has a wide landscaped median and runs east-west immediately south of the Ontario Airport.

Scenic Highways

The Ontario Plan (TOP) 2050 discusses that regional circulation to and through the City is provided by I-10 and SR-60, east to west, and by I-15 and SR-83 (Euclid Avenue), north to south. Access to the Project site is served by various highways. The Project site is bordered by SR-83, which connects to SR-60 and I-10 to the north, I-15 approximately 5.5 miles to the east, and SR-71 approximately 4.3 miles to the west and approximately 4.7 miles directly south. SR-71 connects the Project to SR-91 in unincorporated Riverside County. These segments have not been designated as scenic highways by the California Department of Transportation.[1]

Light and Glare

Light and glare in the Project site is typical of that found in semi-rural environments. Sources of light and glare include adjacent residential, commercial, and area roadways both from streetlights and vehicle headlights for the Project. The Project site is located within a partially urbanized area that generates light from signage, residential interiors, farm and dairy operations, security measures, as well as light generated by vehicular traffic on local streets. The Project site and surrounding areas are transitioning from agricultural use, such as private dairy farms, to higher density residential and commercial uses in response to regional market influences attracting urban development. Ongoing crop farming is located to the north of the site and a vacant property that was a former dairy farm is located to the east of the site. The property to the south is currently residential, farming or trucking related uses. These existing residences and dairy structures do not generate substantial light and glare given their limited size and number. Because nighttime lighting in the Project vicinity is currently limited, glare, which reflects light, is also limited. The existing sensitive receptors relative to light and glare include the nearby residential uses and motorists traveling on local streets. Commercial uses in the vicinity of the site also produce some light and glare generally from stationary light sources such as exterior building lighting (i.e., building illumination,

[1] California Department of Transportation. 2022. *Scenic Highways Map*. https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-i-scenic-highways. (accessed January 2023).

security lighting, parking lot lighting, and landscape lighting), as well as interior lighting visible through windows and exterior sources.

4.1.3 Regulatory Setting

Federal

No Federal laws, regulations, or executive orders apply to aesthetics and scenic resources in the Project site.

State

California Building Code: Building Energy Efficiency Standards

Energy conservation standards for new residential and non-residential buildings were adopted by the California Energy Resources Conservation and Development Commission (now the California Energy Commission [CEC]) in June 1977 and most recently revised in 2022 (Title 24, Part 6, of the California Code of Regulations [CCR]). Title 24 requires the design of building shells and building components to conserve energy. The standards are updated periodically to allow for consideration and possible incorporation of new energy efficiency technologies and methods. The CEC adopted the 2022 Building Energy Efficiency Standards, which went into effect on January 1, 2023. Title 24 requires outdoor lighting controls to reduce energy usage; in effect, this reduces outdoor lighting.

State Scenic Highways

The California Department of Transportation (Caltrans) Scenic Highway Program protects and enhances the natural scenic beauty of California's highways and corridors through special conservation treatment. A highway may be designated scenic depending upon how much of the natural landscape can be seen by travelers, the scenic quality of the landscape, and the extent to which development intrudes upon the traveler's enjoyment of the view.

The State Scenic Highway System includes a list of highways that are either eligible for designation as scenic highways or have been officially designated. The status of a proposed state scenic highway changes from eligible to officially designated when the local governing body applies to Caltrans for scenic highway approval, adopts a Corridor Protection Program, and receives notification that the highway has been officially designated a Scenic Highway.

When a city or county nominates an eligible scenic highway for official designation, it must identify and define the scenic corridor of the highway. Scenic corridors consist of land that is visible from the highway right of way and is comprised primarily of scenic and natural features. Topography, vegetation, viewing distance, and/or jurisdictional lines determine the corridor boundaries. The city or county must also adopt ordinances, zoning and/or planning policies to preserve the scenic quality of the corridor or document such regulations that already exist in various portions of local codes. These ordinances and/or policies make up the Corridor Protection Program.

Local

City of Ontario General Plan – The Ontario Plan 2050

The TOP 2050 Land Use Element and Community Design Elements identify Euclid Avenue as a visually sensitive corridor and specifies several needs to maintain and improve the aesthetic quality of the corridor. Other visual resources for consideration include the backdrop of the San Gabriel Mountains, which dominate the northern views from the City. Maintenance of these viewsheds will be considered and enhanced, if possible, as part of the development. Included in TOP 2050 is the Policy Plan, which is a framework that would guide the City's future growth through the application of policies and goals. The following goals of TOP 2050 relate to visual and scenic resources.

The following policy contained in the Land Use Element is relevant to the Project:

Land Use Element[2]

Goal LU-2 **Compatibility between a wide range of uses and resultant urban patterns and forms.**

Policy LU-2.6 **Infrastructure Compatibility.** We require infrastructure to be aesthetically pleasing and in context with the community character.

The following policies contained in the Community Design Element are relevant to the Project:

Community Design Element[3]

Goal CD-1 **A dynamic, progressive city containing distinct and complete places that foster a positive sense of identity and belonging among residents, visitors, and businesses.**

Policy CD-1.2 **Place Types.** We establish Place Types in urban, mixed use, and transit-oriented areas to foster the City's identity as a premier community and require new development within each Place Type to incorporate prescribed urban patterns, forms, and placemaking priorities.

Policy CD-1.5 **View Corridors.** We require all major north-south streets be designed and redeveloped to feature views of the San Gabriel Mountains, which are part of the City's visual identity and a key to geographic orientation. Such views should be free of visual clutter, including billboards and may be enhanced by framing with trees.

Goal CD-2 **A high level of design quality resulting in neighborhoods, commercial areas, public spaces, parks, and streetscapes that are attractive, safe, functional, human-scale, and distinct.**

Policy CD-2.1 **Quality Building Design and Architecture.** We encourage all development projects to convey visual interest and character through:

- Building volume, massing, and height to provide context-appropriate scale and proportion;

[2] City of Ontario. 2022. *TOP 2050, Land Use Element*. https://www.ontarioca.gov/about-ontario-ontario-plan-policy-plan/land-use. (accessed January 2023).

[3] City of Ontario. 2022. *TOP 2050, Community Design Element*. https://www.ontarioca.gov/about-ontario-ontario-plan-policy-plan/community-design. (accessed January 2023).

- A true architectural style which is carried out in plan, section, and elevation through all aspects of the building and site design and appropriate for its setting; and
- Exterior building materials that are articulated, high quality, durable, and appropriate for the architectural style.

Policy CD-2.4 **Urban, Mixed Use, and Transit-oriented Areas.** We establish Place Types to require mixed use, urban, and transit-oriented areas to be designed and developed as pedestrian oriented areas that are integrated with adjacent neighborhoods and promote a vibrant, comfortable, and functional environment, as defined for each Place Type.

Policy CD-2.5 **Streetscapes.** We design new and, when necessary, retrofit existing streets to improve walkability, bicycling and transit integration, strengthen connectivity, and enhance community identity through improvements to the public right-of-way such as sidewalks, street trees, parkways, curbs, street lighting and street furniture.

Policy CD-2.8 **Safe Design.** We incorporate defensible space design into new and existing developments to ensure the maximum safe travel and visibility on pathways, corridors, and open space and at building entrances and parking areas by avoiding physically and visually isolated spaces, maintaining visibility and accessibility, and using lighting.

Policy CD-2.9 **Landscape Design.** We encourage durable, sustainable, and drought-tolerant landscaping materials and designs that enhance the aesthetics of structures, create and define public and private spaces, and provide shade and environmental benefits.

Policy CD-2.11 **Entry Statements.** We encourage the inclusion of amenities, signage, and landscaping at the entry to neighborhoods, commercial centers, mixed use areas, industrial developments, and public places that reinforce them as uniquely identifiable places.

Policy CD-2.12 **Site and Building Signage.** We encourage the use of sign programs that utilize complementary materials, colors, and themes. Project signage should be designed to effectively communicate and direct users to various aspects of the development and complement the character of the structures.

Goal CD-3 **Vibrant urban environments that are organized around intense buildings, pedestrian and transit areas, public plazas, and linkages between and within developments that are conveniently located, visually appealing and safe during all hours.**

Policy CD-3.1 **Unique Identity.** We promote development that heightens the unique character and identity of each Place Type by requiring compatible land uses and land planning, site design, and building design that promotes an active public realm.

Policy CD-3.2 **Comfortable, Human-Scale Public Realm.** We require that public spaces, including streets, parks, and plazas on both public and private property be designed to maximize safety, comfort and aesthetics and connect to the citywide pedestrian, vehicular, and bicycle networks.

Policy CD-3.3 **Complete and Connected Network.** We require that pedestrian, vehicular, and bicycle circulation on both public and private property be coordinated to provide connections internally and externally to adjacent neighborhoods and properties (existing and planned) through a system of local roads and trails that promote walking and biking to nearby destinations (including existing and planned parks, commercial areas, and transit stops) and are designed to maximize safety, comfort, and aesthetics.

Policy CD-3.5 **Active Frontages**. We create lively pedestrian streetscapes by requiring primary building, business, and residential entrances, outdoor dining, and storefronts be located on ground floors adjacent to sidewalks or public spaces and designed to maximize safety, comfort, aesthetics, and the intended functionality (as defined by the Place Type).

City of Ontario Municipal Code

The City of Ontario Municipal Code (OMC)[4] contains all the regulations of the City, that were codified and adopted as Ordinances by the City Council. The OMC is continually updated as the City continues to develop and transform. The OMC contains various requirements related to aesthetics and development design, many of which are relevant to the Project. Specifically, Title 9 of the OMC is known as the Ontario Development Code (ODC)[5] and contains zoning information, development standards, and design guidelines for each of the land use categories identified in TOP. The ODC is enacted to assist in the implementation of Federal and State planning, assist in TOP, zoning, development, subdivision, and environmental laws, and guide the orderly development of the City in a manner that promotes and protects the public health, safety, comfort, convenience, prosperity, and welfare of its inhabitants. It regulates the type, intensity, function, and appearance of all land uses in the City and is the main tool utilized to shape the physical form of development.

City of Ontario Development Code

Development and Subdivision Regulations Chapter 6.01-6.03[6]

In the ODC, Chapter 6.01.015-13 of the District Standards and Guidelines section discusses proper lighting, glare, and aesthetics sections that a project must adhere to when in development. Project development shall incorporate lighting fixtures that are decorative and are designed to eliminate adverse impacts of light spillover and promote safe vehicular and pedestrian access. Light fixtures shall be full cut-off fixtures to prevent glare and light spill off the project site onto adjacent properties, buildings, and roadways. Pedestrian-level pole-mounted lighting, bollard lighting, ground-mounted lighting, or other low, glare-controlled fixtures mounted on buildings or walls shall be used to light pedestrian walkways.

[4] City of Ontario. 2022. *Ontario Municipal Code, Title 9*. https://codelibrary.amlegal.com/codes/ontarioca/latest/ontario_ca/0-0-0-46762. (accessed January 2023).

[5] City of Ontario. ND. *Development Code – Chapter 1.0: Development Code Enactment and General Provisions, Enactment and General Provisions*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/Documents/Planning%20Documents/Development%20Code/Chapter%201.0%20Development%20Code%20Enactment%20and%20General%20Provisions.pdf. (accessed January 2023).

[6] City of Ontario. ND. *Development Code – Chapter 6.0: Development and Subdivision Regulations, Development and Subdivision Regulations*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/Documents/Planning%20Documents/Development%20Code/Chapter%206.0%20Development%20and%20Subdivision%20Regulations.pdf. (accessed January 2023).

Pole-mounted, building-mounted, or tree-mounted lighting fixtures shall be no more than 12 feet in height. Bollard-type lighting shall be no more than 4 feet in height.

For building color, exteriors shall incorporate colors that are of compatible hues and intensities. Color schemes shall tie building elements together, relate separate buildings within the same development, and enhance the architectural form of a building. Exterior building colors shall be low-reflecting and subtle. Furthermore, overly intense, overly bright, or fluorescent or day-glow colors, shall not be used on a building exterior, as determined by the Planning Director. The exterior building color of a new development project shall be reviewed and approved in conjunction with the approval of the structure by the Approving Authority. Development projects consisting of multiple buildings shall incorporate colors that are coordinated between structures, utilizing compatible hues and intensities. The final review and approval of paint colors, utilizing a color test, may be required by the City, prior to painting a building. All building mechanical equipment and appurtenances, including, but not limited to, meters, flues, vents, gutters, and utilities, shall match or complement the permanent color of the surface from which they are attached or projected.

Off-street parking and loading regulations must provide accessible, attractive, secure, properly lighted, and well-maintained parking facilities. They are to reduce traffic congestion and hazards caused by the loading and unloading of trucks on public streets and the shortage of parking spaces. Lighting must alleviate or prevent traffic congestion caused by shortage of parking spaces and the loading and unloading of trucks on public streets; ensure that off-street parking and loading facilities are provided for new land uses and the expansion of existing land uses in proportion to the needs of the land uses they serve; and ensure that off-street parking and loading facilities are designed in a manner that will result in maximum efficiency, protect the public safety, provide for the special needs of the physically handicapped, and where appropriate, insulate surrounding land uses from their impact.

Parking lot lighting is required for all off-street parking facilities and shall be provided with nighttime security lighting pursuant to OMC Section 4-11.08 (Special Residential Building Provisions) and Section 4-11.09 (Special Commercial/Industrial Building Provisions), designed to confine emitted light to the parking areas. Parking facilities shall be lighted from sunset until sunrise, daily, and shall be operated by a photocell switch. Lighting levels shall be measured with a direct-reading portable light meter. The equipment used must allow accurate measurements, with all measurements made after dark with the lights on and then again with the lights off. The difference between the two readings shall then be compared to the applicable standard for maximum permitted illumination. All parking lot lighting fixtures shall be decorative. Along pedestrian movement corridors, the use of decorative low-mounted bollard light standards, which reinforce pedestrian scale, shall be used. Unless intended as part of a master lighting program, no operation, activity, or lighting fixture shall create illumination on any adjacent property. The maximum permitted height of luminaires within a parking lot shall be as follows:

- **No Cutoff Luminaire**. When a light source or luminaire has no cutoff (the point at which all light rays are completely shielded), the maximum permitted height of the luminaire shall be 14 feet.
- **Ninety Degree or More Cutoff Luminaire**. When a luminaire has a total cutoff of light at an angle of 90 degrees or greater, the maximum permitted height of the luminaire shall be 24 feet.

- **Less than 90-Degree Cutoff Luminaire**. When a luminaire has a total cutoff of light at an angle of less than 90 degrees, the maximum permitted height of the luminaire shall be 30 feet.

4.1.4 Impact Thresholds and Significance Criteria

State CEQA Guidelines Appendix G contains the Environmental Checklist Form, which includes questions concerning aesthetics. The questions presented in the Environmental Checklist Form have been utilized as significance criteria in this section.

Accordingly, the Project would have a significant effect on the environment if it would:

- Have a substantial adverse effect on a scenic vista;
- Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway;
- In nonurbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality; or
- Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area.

Methodology and Assumptions

The Project site is evaluated against the aforementioned significance criteria/thresholds, as the basis for determining the impact's level of significance concerning aesthetics. This analysis considers the existing regulatory framework (i.e., laws, ordinances, regulations, and standards) that avoid or reduce the potentially significant environmental impact. Where significant impacts remain despite compliance with the regulatory framework, feasible mitigation measures are recommended, to avoid or reduce the potentially significant environmental impacts at the Project site.

Approach to Analysis

This analysis of impacts on aesthetic resources examines the temporary (i.e., construction) and permanent (i.e., operational) effects based on significance criteria/threshold's application outlined above. For each criterion, the analyses are generally divided into two main categories: (1) temporary impacts and (2) permanent impacts. Each criterion is discussed in the context of Project site and the surrounding characteristics and geography. The impact conclusions consider the potential for changes in environmental conditions, as well as compliance with the regulatory framework enacted to protect the environment.

The baseline conditions and impact analyses are from review of Project site plan, maps, and drawings; analysis of aerial and ground-level photographs; and review of various data available in public records, including local planning documents. The determination that a Project component would or would not result in "substantial" adverse effects on scenic resources or visual character considers the site's aesthetic resource value and the severity of the Project component's visual impact (e.g., the nature and duration of

the impact). For example, a Project component resulting in a severe impact on a site with a low aesthetic resource value would result in a less than significant impact concerning scenic or visual character. In other words, new conspicuous structures or visual changes in areas with a low aesthetic resource value may not necessarily result in substantial adverse effects on visual resources.

4.1.5 Plans, Programs, and Policies

Refer to above discussion regarding existing Regulatory Framework.

4.1.6 Impacts and Mitigation Measures

Impact 4.1-1 Would the Project have a substantial adverse effect on a scenic vista?

Level of Significance: Less Than Significant

Specific Plan – Phase I

Construction and Operations

A scenic vista can be defined as a viewpoint that provides expansive views of a highly valued landscape for the public's benefit. From the viewshed point of view, looking north from Schaefer Avenue are the foothills of the San Gabriel and San Bernardino Mountains. The Project site is surrounded by areas with varying agricultural and residential densities; previously developed land containing dairy farms, and multiple commercial and residential buildings, and an airport.

Scenic vistas include the San Gabriel Mountains and the San Bernardino National Forest, which are located north of the City, approximately 11.5 miles north from the Project site. The Project is in the southwest portion of the City, opposite of the two scenic vistas. Construction of the Project site would result in alterations to the existing scenic vistas views from the Project site. It would result in temporary changes to the visual characteristics of the site as viewed from Edison Avenue facing north toward Schaefer Avenue. Visual changes would include alterations in the appearance of the foreground to viewers looking across the site toward the San Gabriel Mountains and views from the residences looking across the site to the south and southwest away from the San Gabriel Mountains. Views of the mountains from Edison Avenue to the north are already partially obscured by intervening agricultural development and existing power lines.

While construction activities on the Project site would modify foreground views as observed by some viewers, considering the existing disturbed nature of the site, developed nature of surrounding areas, and the current partially obscured views from existing off-site development, the changes the construction activities would represent are not considered to be substantial. The proposed Project, although different from some surrounding views, would be within an existing urban footprint. Additionally, because most views are already obscured, limited, and short-in duration, the views as seen by the majority of viewers would not be significantly adversely affected. Therefore, while construction of the Project site would change the existing views toward the mountains, impacts associated with adversely affecting a scenic vista would be less than significant.

Upon completion of construction on the Project site, the buildings would be a new permanent visual element in the environment. The new structures and operations associated with the Project would change the foreground views of the San Gabriel Mountains as observed from viewers looking north, across the site. However, Project development would occur within developed area of the City, where views are already partially obstructed by existing development, powerlines, utility poles, etc.

The Project specific plan also includes design guidelines addressing architecture, landscape and lighting (Specific Plan Chapter 5, Design Guidelines). Pursuant to the Project specific plan design guidelines and development standards, Project development would not exceed the maximum building height allowed for the business park district, 45 feet, and mixed-use district, 55 feet, and would be setback, allowing for unobstructed scenic views. Additionally, implementation of TOP 2050 policies and adherence to the City's Municipal Code, would ensure that the development of Phase I does not substantially degrade scenic vistas in the City. For example, the Project would comply with TOP 2050 Policy CD-1.5, which would ensure that major north-south streets would be designed and redeveloped to feature views of the San Gabriel Mountains. Therefore, while the Project site structures and associated operations would change the existing views toward the mountains, impacts associated with adversely affecting a scenic vista would be less than significant. No mitigation is required.

Specific Plan – Phase II Future Development Areas

Construction and Operations

The Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals at this time. Development of Phase II would add to the new permanent visual element in the environment when Planning Areas 2B and 3B are completed – similar to the discussion of Phase I above. While the structures and associate operations associate with Phase II would alter the existing visual characteristics of the site, impacts affecting a scenic vista would be less than significant. Furthermore, the proposed Project Specific Plan land use designations within Phase II are the same land use designations as contained in TOP 2050. Accordingly, no mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Specific Plan and TOP 2050.[7]

Conclusion

As noted above, the Project would not significantly impact a scenic vista. The Project specific plan proposes the same land uses as contained in the City's TOP 2050. Impacts would be less than significant. No mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Specific Plan and TOP 2050.[8]

Mitigation Measures

No mitigation is necessary.

[7] City of Ontario. 2022. *TOP 2050, Final Supplemental Environmental Impact Report, Section 5.1, Aesthetics*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf. (accessed January 2023).

[8] Ibid.

Impact 4.1-2 Would the Project Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

Level of Significance: Less Than Significant

Specific Plan – Phase I

Construction and Operations

There are no officially designated state scenic highways within the City.[9] As stated above, the Project site is bordered by Euclid Avenue (SR-83), which connects to SR-60 and I-10 to the north, I-15 approximately 5.5 miles to the east, and SR-71 approximately 4.3 miles to the west and approximately 4.7 miles directly south. SR-71 connects the Project to SR-91 in unincorporated Riverside County. These segments have not been designated as scenic highways by the California Department of Transportation.[10] The nearest designated state scenic highway to the Project site is approximately 12.0 miles southwest of the Project specific plan site.

The Project site's surrounding area was previously developed with commercial, residential, and mixed-use buildings and structures. According to the cultural study found in ***Section 4.5: Cultural Resources*** (***Appendix D: Cultural and Paleontological Resources Assessment***), the Project site contains a dairy farm which is not historically significant. In addition, the Project's biological resources study identified various mature trees on the site, but these do not appear to be "heritage trees" requiring mitigation. Furthermore, the majority of trees on the site are ornamental trees located at the existing nursery on-site, which the nursery will be relocated prior to site development. Prior to site development, a heritage tree survey will be **completed,** and trees relocated or mitigated if required (see ***Appendix C: Biological Resources Technical Report*** and ***Section 4.4: Biological Resources***). Regardless, on-site trees are not located in proximity to a scenic highway. Therefore, no scenic resources such as trees, rock outcroppings and historical buildings are known to exist on the Project site adjacent to a state scenic highway. A less than significant impact is expected to occur.

Specific Plan – Phase II Future Development Areas

Construction and Operations

The Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals at this time. Phase II would add to the new permanent visual element in the environment when Planning Areas 2B and 3B are completed. While the structures and associate operations associated with Phase II would alter the existing visual characteristics of the site, impacts affecting a scenic highway would be less than significant, as no scenic highways exist in the Project area. Furthermore, the proposed Project Specific Plan land use designations are the same land use designations as contained in TOP 2050. No

[9] California Department of Transportation. 2022. *Scenic Highways Map*. https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-i-scenic-highways. (accessed January 2023).
[10] Ibid.

mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Specific Plan and TOP 2050.[11]

Conclusion

As noted above, the Project would not significantly impact a scenic highway, as no scenic highways exist in the Project area. The Project's impacts would be less than significant. No mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Specific Plan and TOP 2050.[12]

Mitigation Measures

No mitigation is necessary.

Impact 4.1-3 ***Would the Project in nonurbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?***

Level of Significance: Less Than Significant

Specific Plan - Phase I

Construction and Operations

The existing visual character of the Project site is defined primarily by agricultural uses and related structures. The site is designated as Business Park, Mixed-Use, and Open Space – Non-Rec, in the City's TOP 2050 Land Use Map.[13] The Project is located in an urbanizing area and is subject to the City's TOP 2050 and Development Code governing scenic quality. The City's TOP 2050 Community Design Element establishes multiple policies that protect scenic resources and promote high quality, visually compatible development, that the Project would adhere to. For example, Policy CD 1-5 requires that "all major north-south streets be designed and redeveloped to feature views of the San Gabriel Mountains, which are part of the City's visual identity and a key to geographic orientation. Such views should be free of visual clutter, including billboards and may be enhanced by framing with trees;" Policy CD-2.1, encourages "all development projects to convey visual interest and character through building volume, massing, and height to provide context-appropriate scale and proportion; a true architectural style which is carried out in plan, section, and elevation through all aspects of the building and site design and appropriate for its setting; and exterior building materials that are articulated, high quality, durable, and appropriate for the architectural style." Lastly, Policy CD 2-9 encourages "durable, sustainable, and drought-tolerant

[11] City of Ontario. 2022. *TOP 2050, Final Supplemental Environmental Impact Report, Section 5.1, Aesthetics*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf. (accessed January 2023).
[12] Ibid.
[13] City of Ontario. 2022. *TOP 2050, Figure LU-01, Official Land Use Plan*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/Land%20Use/Figure%20LU-01%20Official%20Land%20Use%20Plan_0.pdf. (accessed January 2023).

landscaping materials and designs that enhance the aesthetics of structures, create and define public and private spaces, and provide shade and environmental benefits."

The City's TOP 2050 measures governing scenic quality, including those noted above, ensure protection of scenic resources and promote visually compatible and appealing development. These policies are implemented through Development Code Chapter 6.0, Development and Subdivision Regulations, et al.[14] The City would assure that the Project, as implemented, contains Development Regulations and Design Guidelines that would conform to provisions of the City's TOP 2050 and Development Code. All subsequent development within the Project site would also be required to comply with the Specific Plan Development Regulations and Design Guidelines addressing visual and scenic qualities (Specific Plan Chapter 5, Design Guidelines). Conformance with TOP 2050, Development Code, and Project Specific Plan would minimize the potential for the Project to substantially degrade the existing visual character or quality of public views of the site and its surroundings such that any impact would be less than significant.

Specific Plan- Phase II Future Development Areas

Construction and Operations

Refer to discussion for Phase I. The same policies, ordinances, and codes described above would apply to Phase II. The Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals at this time. Conformance with TOP 2050, Development Code, and Project specific plan would minimize the potential for the Project to substantially degrade the existing visual character or quality of public views of the site and its surroundings such that any impact would be less than significant. Further the proposed Project Specific Plan proposes the same land uses as contained in the City's TOP 2050. Impacts to aesthetic resources, including visual character and scenic quality, would be less than significant.

Conclusion

As noted above, conformance with TOP 2050, Development Code, and Project specific plan would minimize the potential for the Project to result in substantial degradation of the Project site's visual character. Therefore, no significant impacts would occur. No mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Specific Plan and TOP 2050.[15]

Mitigation Measures

No mitigation is necessary.

Impact 4.1-4 Would the Project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

[14] City of Ontario. ND. *Development Code – Chapter 6.0: Development and Subdivision Regulations, Development and Subdivision Regulations.* https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/Documents/Planning%20Documents/Development%20Code/Chapter%206.0%20Development%20and%20Subdivision%20Regulations.pdf. (accessed January 2023).

[15] City of Ontario. 2022. *TOP 2050, Final Supplemental Environmental Impact Report, Section 5.1, Aesthetics*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf. (accessed January 2023).

Level of Significance: Less Than Significant

Specific Plan - Phase I

Construction and Operations

Spill light occurs when lighting fixtures such as streetlights, parking lot lighting, exterior building lighting, and landscape lighting are not properly aimed or shielded to direct light to the desired location and light escapes and partially illuminates a surrounding location.

Glare is the result of improperly aimed or blocked lighting sources that are visible against a dark background such as the night sky. Glare may also refer to the sensation experienced looking into an excessively bright light source that causes a reduction in the ability to see or causes discomfort. Glare generally does not result in illumination of off-site locations but results in a visible source of light viewable from a distance. Glare could also occur from building materials of the new structures, including glass and other reflective materials.

The Project site is currently occupied by agricultural uses, including the raising of livestock, dairy farming activities, and a commercial nursery. Existing uses surrounding the Project site are similar to those on the site. Ongoing crop farming is located to the north of the Project site and a vacant property that was a former dairy farm is located to the east of the site. The property to the south is currently utilized for residential, farming, or trucking related uses. North across Schaefer Avenue is an existing dairy farm; south across Edison Avenue is an existing trucking facility; east across Sultana Avenue is vacant land and an existing trucking facility; west across Euclid Avenue, is the City of Chino with existing commercial and residential uses, and a truck/trailer storage yard. Sources of light and glare exist minimally in the Project's immediate vicinity. Existing lighting sources include outdoor lighting and lighting emitted from the indoors from adjacent developments, and vehicle headlights from adjacent and surrounding roadways. The urbanizing nature of the Project area would lead to a high baseline of light and glare from surrounding development and vehicle lights traveling at night. Construction of Phase I of the Project site would be limited to daytime hours, and nighttime lighting may be utilized for security purposes. However, all lighting and light fixtures, including parking lot lighting, security lighting and decorative lighting, may be indirect or diffused, or, if not, shall be shielded or directed away from nearby sensitive receptors. Therefore, no short-term impacts associated with light, and glare would occur. These lights would be used to improve visibility and safety on the site and would be directed to maximize site visibility and minimize glare to sensitive receptors. Lighting would also be properly screened to avoid further impact to nearby receptors. Additionally, the Project includes design guidelines and standards for lighting of on-site areas (Specific Plan Chapter 5, Design Guidelines). The Project requires lighting fixtures to be selected and located to confine the area of illumination to within the site boundaries, including lighting for parking areas, pedestrian walkways, graphics and signage, architectural and landscape features, and any additional exterior areas. This would reduce the potential for spill light. All subsequent development within the Project site would be required to conform with the Project Development Regulations and Design Guidelines addressing light, glare, and overspill from the Project Specific Plan.

In accordance with OMC Sections 4-11.08, 4-11.09, and 6.03.050 (A), all parking facilities developed shall be provided with nighttime security lighting and designed to confine emitted light to the parking areas.

This lighting may cause slight glare to the surrounding residences and vehicles passing along the bordering roadways. The maximum permitted height of luminaires within a parking lot shall not exceed a height of 14 feet when there is no cutoff involved. If a ninety degree or greater cutoff is enacted, the maximum height shall not exceed that of 24 feet. Anything less than ninety degrees of cutoff, the maximum height of luminaire shall be 30 feet.

Consistent with the City's Development Code, all lighting used on the Project site is required to be directed and/or shielded to prevent the light from adversely affecting adjacent properties, and no structures or features that create adverse glare effects are permitted. Thus, all exterior lighting would be shielded/hooded to prevent light trespass onto nearby properties. Additionally, the Project would use a variety of non-reflective building materials, and although some new reflective improvements (i.e., windows and building front treatments) would be introduced to the site, the Project would not be a source of glare in the area. Therefore, long-term impacts associated with light, and glare would be less than significant.

Specific Plan – Phase II Future Development Areas

Construction and Operations

Refer to discussion for Phase I. The same policies, ordinances, and codes described above would apply to Phase II. The Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals at this time. The proposed Project Specific Plan proposes the same land uses as contained in the City's TOP 2050. Impacts to aesthetic resources, including light and glare, would be less than significant.

Conclusion

As noted above, the Project would not result in significant light and glare impacts, and the Project is consistent with existing City TOP 2050 and zoning designations. Therefore, no significant impacts would occur. No mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Specific Plan and TOP 2050.[16]

Mitigation Measures

No mitigation is necessary.

4.1.7 Cumulative Impacts

The conversion of the Specific Plan area from dairy/agricultural use to business park and mixed uses would contribute to a change in the visual character of the Project area.

The cumulative change in visual condition that would result from the Specific Plan, in combination with nearby projects would not be considered adverse, because the Specific Pan would implement design features and the City's Development Code with respect to architecture, landscaping, signs, lighting, and other related items. The City's Development Code regulations have the goal of improving the visual quality

[16] Ibid.

of the City by providing guidelines to ensure consistent, quality development. Thus, with implementation of the applicable Development Code regulations and the Specific Plan design guidelines, implementation of the Project would result in a less than significant cumulatively considerable impact related to degradation of the existing visual character or quality of the site and its surroundings.

The cumulative study area for light and glare for the Project area is immediately adjacent to lands that could receive light or glare from new development within the Project or could generate daytime glare or nighttime lighting that would be visible within the Project area. All such areas contain a variety of sources of nighttime lighting, such as roadways, vehicle lights, exterior security lighting, as well as sources of daytime glare, such as glass windows on buildings. Because cumulative projects would result in more intense development than currently exists, the Project, in combination with past, present, and reasonably foreseeable future projects could create significant cumulative nighttime lighting and daytime glare impacts. However, application of the City's Development Code regulations require compliance with light and glare performance standards that would avoid significant effects. These regulations state that lighting shall be shielded to prevent light from shining onto adjacent properties or inclusion of features that could create glare. Further, the TOP 2050 Final Supplemental EIR found that, with implementation of Community Design Element policies, the City's Development Code, and Specific Plans (as required by the General Plan), impacts to the character and quality of the City (including the proposed Specific Plan area) would be less than significant. Here, with implementation of the existing City regulations, the development that would occur by the related projects would not result in a cumulatively considerable contribution of light and glare. Thus, the cumulative effects of development from the Project in combination with cumulative projects related to light and glare are less than significant.

4.1.8 Significant Unavoidable Impacts

No significant unavoidable aesthetic impacts have been identified.

4.1.9 References

California Department of Transportation. 2022. *Scenic Highways Map.* https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-i-scenic-highways.

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City of Ontario. 2022. *TOP 2050, Figure LU-01, Official Land Use Plan*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/Land%20Use/Figure%20LU-01%20Official%20Land%20Use%20Plan_0.pdf.

City of Ontario. 2022. *TOP 2050, Community Design Element*. https://www.ontarioca.gov/about-ontario-ontario-plan-policy-plan/community-design.

City of Ontario. 2022. *TOP 2050 Final Supplemental Environmental Impact Report, Section 5.1, Aesthetics.* https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf.

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City of Ontario. ND. *Development Code – Chapter 1.0: Development Code Enactment and General Provisions, Enactment and General Provisions.* https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/Documents/Planning%20Documents/Development%20Code/Chapter%201.0%20Development%20Code%20Enactment%20and%20General%20Provisions.pdf.

City of Ontario. ND. Development Code – Chapter 6.0: Development and Subdivision Regulations, Development and Subdivision Regulations. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/Documents/Planning%20Documents/Development%20Code/Chapter%206.0%20Development%20and%20Subdivision%20Regulations.pdf

4.2 AGRICULTURE AND FORESTRY

4.2.1 Introduction

This section of the Draft Environmental Impact Report (EIR) identifies and evaluates the Euclid Mixed Use Specific Plan Project's (Project) potential impacts to agriculture and forestry resources in the City of Ontario (City). This section will describe the environmental setting of the Project along with any applicable federal, state, regional, and local regulations. Direct environmental impacts on agricultural and forestry resources will be assessed for significance as well as any potentially cumulative impacts associated with the Project development. The existing environment was based on the conditions present at the time that the Notice of Preparation was created and distributed on February 10, 2023. This was used as the baseline against which to compare potential impacts associated with implementation of the Project. As necessary and to the extent feasible, mitigation measures will be provided to minimize any potentially significant environmental impact to less than significant levels.

Data used in preparation of this section were taken from various sources including the California Department of Conservation (DOC) Farmland Mapping and Monitoring Program, The Ontario Plan (TOP) 2050 Final Supplemental EIR, other environmental analyses prepared by the City, and information in the Euclid Mixed Use Specific Plan (Project Specific Plan).

This Section and environmental discussion use information from the following City documents:

- The Ontario Plan 2050
- City of Ontario Municipal Code
- City of Ontario TOP 2050 Final Supplemental EIR

4.2.2 Environmental Setting

Regional

According to the California DOC's latest Farmland Conversion Report, Southern California comprised 38 percent of the Statewide urban and other development increase (17,125 acres). Five of the top ten urbanizing counties were in Southern California with San Bernardino County (County) having 3,502 acres.[1]

The Southern California region was second in terms of irrigated land to urban land shifts, with 2,695 acres of conversion from irrigated land to urban land.[2]

The County experienced a net loss of 850 acres of Important Farmland and an increase in 3,921 acres of new Urban and Built-Up land. In general, agricultural land has declined in the County region due to the profitability of dairy businesses in the Central Valley and because urban development has pushed agricultural development from the County.[3] Land uses surrounding the City mostly support industrial and

[1] California Department of Conservation. 2023. *2014-2016 Farmland Conversion Report*. https://www.conservation.ca.gov/dlrp/fmmp/Pages/2014-2016_Farmland_Conversion_Report.aspx. (accessed March 2023).
[2] Ibid.
[3] Ibid.

residential uses with some agricultural land parcels dispersed between, especially to the south in the City of Chino.

The California DOC regularly reviews and reports on the status of Farmland by county jurisdiction. ***Table 4.2-1: San Bernardino County 2014-2016 Land Use Conversion,*** presents information from the 2014-2016, California Farmland Conversion Report summarizing farmland conversion within the County.

Table 4.2-1: San Bernardino County 2014-2016 Land Use Conversion

Land Use Category	Total Acreage Inventoried		2014 – 2016 Acreage Changes			
	2016	2018	Acres Lost	Acres Gained	Total Acreage Changed	Net Acreage Changed
Prime Farmland	11,323	10,887	770	334	1,104	-436
Farmland of Statewide Importance	5,770	5,568	453	251	704	- 202
Unique Farmland	2,738	2,700	67	29	96	-38
Farmland of Local Importance	561	549	12	0	12	-12
Important Farmland Subtotal	**20,392**	**19,704**	**1,302**	**614**	**1,916**	**-688**
Grazing Land	898,633	897,398	2,230	995	3,225	-1,235
Agricultural Land Subtotal	**919,025**	**917,102**	**3,532**	**1,609**	**5,141**	**-1,923**
Urban and Built-up Land	286,407	288,434	1,366	3,393	4,759	2,027
Other Land	243,603	243,500	1,883	1,780	3,663	-103
Water Area	510	509	2	1	3	-1
Total Area Inventoried	**1,449,545**	**1,449,545**	**6,783**	**6,783**	**13,566**	**0**

Source: California Department of Conservation. 2023. *Alternate San Bernardino County 2016-2018 Land Use Conversion, Table A-28.* https://www.conservation.ca.gov/dlrp/fmmp/Documents/fmmp/pubs/2016-2018/alternate_conversion/Alternate_San_Bernardino_County_2016-2018_Land_Use_Conversion.pdf. (accessed April 2023).

Additionally, the County Department of Agriculture/Weights and Measures (AWM) 2021 Annual Crop Report provides an overview of agricultural production in the County, pursuant to the provisions of Section 2272 and Section 2279 of the California Food and Agricultural Code.[4] This report provides the estimated production, acreage, and gross value of the agricultural industry in the County for the year 2021. ***Table 4.2-2: San Bernardino County Top Ten Agricultural Products (by dollar value)***, presents information from the County AWM 2021 Annual Crop Report summarizing primary sources of County agricultural production by dollar value. In 2021, the total value of agricultural commodities in the County was $350,857,419.

This total represents a decrease in value from 2020 of $69,393,581. Crop value varies from year to year based on production, market fluctuations and weather. The decrease in crop value in 2021 is primarily

[4] County of San Bernardino Department of Agriculture/Weights & Measures. 2023. *2021 Annual Crop Report*. https://awm.sbcounty.gov/wp-content/uploads/sites/84/2022/10/N4454-AWM-CROP-REPORT-2021-Web.pdf. (accessed March 2023).

attributed to a decrease in the price for navel oranges, a decrease in vegetable crops due to increased urban development in the west end and a decrease in animal products due to the closure of 13 egg farms and 8 dairies. Agriculture remains a critical component of the economy in the County. The strength of agriculture contributed to the diversity of agricultural crops produced in the County.

The City lies in the County AWM "Central," "West End North," and in portions of the "West End South," in the County. These areas of the County are responsible for most of the percentage (by dollar value) of the County's total agricultural production.[5]

Table 4.2-2: San Bernardino County Top Ten Agricultural Products (by dollar value)

2021 Rank	Product Value	Value	% of Total	2020 Rank
1	Milk & Milk Products	$112,451,000	26.76%	1
2	Cattle, Calves & Dairy Cull	$55,941,000	13.31%	2
3	Eggs	$50,526,000	12.02%	3
4	Replacement Heifers	$23,016,000	5.48%	4
5	Indoor Decoratives	$18,127,000	4.31%	6
6	Trees & Shrubs (Incl. Roses)	$17,161,000	4.08%	7
7	Alfalfa (All Types)	$15,612,000	3.71%	8
8	Turf	$12,427,000	2.96%	9
9	Citrus Fruit	$11,814,000	2.81%	5
10	Groundcover & Bedding Plants	$8,198,000	1.95%	10
Total Top Ten: $343,835,000				

Source: County of San Bernardino Department of Agriculture/Weights & Measures. 2023. *2021 Annual Crop Report*. https://awm.sbcounty.gov/wp-content/uploads/sites/84/2022/10/N4454-AWM-CROP-REPORT-2021-Web.pdf (accessed March 2023).

Southern California Agricultural Land Foundation Preserves

The San Bernardino County Agricultural Land Preserves within the City were managed by the Southern California Agricultural Land Foundation (SoCALF) until 2006, when the County took over management of these parcels. Hence, these areas are still referred to as SoCALF Preserves in the City. The SoCALF Preserves were established and maintained with funds from the 1988 Park Bond Act regulations. Much of the original 15,000-acre area of SoCALF Preserves is being developed by both the City and Chino. An amount of $20 million was paid to the County from the State of California to establish and fund these lands if they remained in agricultural use within the San Bernardino County Agriculture Land Preserve (California Public Resources Code Section 5905–5907). When the SoCALF Preserves are no longer being used for agricultural purposes, these funds must be returned to the State or used to purchase property of equal size and similar use within the San Bernardino County Agriculture Land Preserve. Approximately 200 acres are designated as SoCALF Preserves in the New Model Colony (NMC), now known as Ontario Ranch.

The City recognizes the importance of existing agricultural activities, and TOP 2050 includes goals and policies implemented to ensure protection of these agricultural resources. However, the City does not have any prohibitions that prevent the transition of agricultural land uses to urban land uses. While existing agricultural uses would be allowed to persist per the TOP 2050, the City's land use plan does not

[5] Ibid.

designate these areas for agricultural land uses. Although the intent of the SoCALF Preserves was to preserve Important Farmland in perpetuity in this area of the County, the preserves do not guarantee that Important Farmland would not be converted to nonagricultural uses within the City.

When the NMC was annexed in 1999, the City zoned the area as Specific Plan, which requires the area to be developed with specific plans. Once a specific plan is implemented in an area, the provisions of that specific plan will determine the land use, which will be consistent with the TOP 2050. The land use plan for the City designates these areas for nonagricultural land uses provided that equivalent Important Farmland is preserved elsewhere, or funds associated with the 1988 Park Bond Act are returned. Important farmland outside of these preserves may be converted to nonagricultural uses without requiring the county to repay the funding to the state or relocating the farmland elsewhere in the San Bernardino County Agricultural Land Preserve. Consequently, buildout of TOP 2050 would replace the existing agricultural land in an economically productive way that would serve the growing population. Thus, the City's future development emphasizes mixed-use, commercial, industrial, and residential projects rather than supporting the continuation of agricultural uses, which are becoming less economically viable.

Local Agriculture and Farmland

Table 4.2-3: Existing Farmland in Ontario, presents information from the latest California DOC Farmland Mapping and Monitoring Program for the City on farmland within the City.

Table 4.2-3: Existing Farmland in Ontario

Land Use Category	Acres
Prime Farmland	2,008
Farmland of Statewide Importance	40
Unique Farmland	266
Farmland of Local Importance	29
Total Farmland in Ontario	**2,342**

Source: City of Ontario. 2022. *TOP 2050 Final Supplemental Environmental Impact Report, Section 5.2, Agriculture and Forestry, Table 5.2-2*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf. (accessed March 2023).

Original Model Colony

Historically, agricultural lands made up much of the City, including land for citrus, olive, dairy farms, and vineyards, however, many of the developed portions of the Original Model Colony (OMC) have replaced agricultural land uses with residential, commercial, and industrial land uses. Limited agriculture land uses are currently permitted in areas zoned for Residential-Agricultural (AR), Residential Estate (RE), Public Facility (PF), Open Space (OS), Commercial (C-1 to C-4), and Industrial (M1 to M3) land uses, though these zoning designations are not intended for large-scale farming/agricultural operations. Today, very little Farmland remains in the OMC.

Ontario Ranch (New Model Colony)

The Ontario Ranch area covers 8,200 acres of the former 14,000-acre San Bernardino Agricultural Preserve, which was historically used for dairy or cattle farming. The Agricultural Preserve was divided and incorporated into the cities of Chino, Chino Hills, and Ontario in 1999, and the City named its portion

the "New Model Colony." There are four sections of agricultural preserve in the Ontario Ranch, totaling 200 acres in the southwestern portion of the City, where the Project site is located. The change of land use from agricultural to nonagricultural has mostly been due to increasing population, which has put pressure on cities in southern California to turn Important Farmland into uses that would support residential, economic, and employment needs. Dairies and farms in the City have also found that they are outcompeted by dairies and farms in the Central Valley, so they have either converted their land to more productive, nonagricultural uses or they have left the City for the Central Valley.

California Land Conservation Act (Williamson Act)

The Ontario Ranch has areas that are currently agriculture preserves under contract with County through the Williamson Act of 1965. The preservation of agricultural land through Williamson Act contracts today in the City is meant to discourage premature and unnecessary conversion to urban uses. Once the Ontario Ranch annexed to the City, the City became the administrating entity for the Williamson Act contracts. Under the Act, either the landowner or the planning jurisdiction (the City) has the ability to submit the property for nonrenewal. Property owners in this area with Williamson Act contracts have filed for nonrenewal because of the declining profits from agriculture in the area and the potential development of these lands with nonagricultural uses. Current nonrenewed contracts would expire between 2021 and 2027.

Project Site

The 84.1-acre Project site is currently occupied by agricultural uses, including the raising of livestock, dairy farming activities, and a commercial nursery. Dairy farming and agriculture have been the primary uses of the Project site since before the 1930s. The majority of the site exists as fallow or cultivated fields, with a nursery located along the western portion of the site. There is a private recreational vehicle storage facility in the southwestern portion of the site and a scrap yard at the intersection of Euclid Avenue and Edison Avenue. Numerous single family residential structures, as well as agricultural related buildings and open structures are located within the Project site. Two Southern California Edison (SCE) easements extend across the Project site. No permanent structures (besides the transmission towers) are located within the SCE easements; however, they have been used for various agricultural uses historically. According to the California Important Farmland Finder (CIFF), the Project site contains Prime Farmland and Other Land.[6] As stated previously, the Project site is not within a SoCALF Preserve. The northern and southern portion of the site is identified as "Prime Farmland," totaling 37.67 acres, and the remainder of the site is identified as "Other Land" totaling 40.93 acres, and "Urban and Built-Up Land" totaling 5.56 acres, under the Farmland Mapping and Monitoring Program (FMMP). FMMP Farmland categories are described below. There are no existing Williamson Contracts on site.[7] There is no Forest Land located on the Project site.

[6] California Department of Conservation. 2022. *California Important Farmland Finder*. https://maps.conservation.ca.gov/DLRP/CIFF/ (accessed March 2023).

[7] City of Ontario. 2022. TOP 2050 Final Supplemental Environmental Impact Report, Section 5.2, Agriculture and Forestry, Figure 5.2-2, Williamson Act Land. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf (accessed March 2023).

Zoning Designations

According to the City's Zoning Map, the Project site's zoning designation is Specific Plan with an Agricultural (SP AG) Overlay.[8] Project buildout would include zoning regulations for development on the Project site which includes business park and mixed-use land uses. The SP-AG Overlay Zone (Right to Farm Ordinance) requires that each project address the appropriate transition of the area from agricultural uses to urban uses and include provisions for buffering between the proposed uses to protect agricultural and urban uses. Furthermore, Section 9-1.2700, SP-AG Overlay Zoning District of the Ontario Municipal Code, allows for the continuation of agricultural uses on an interim basis, until such time that urban development consistent with the TOP occurs.

Surrounding Uses

Existing uses surrounding the Project site are similar to those on the site. Ongoing crop farming is located to the north of the Project site and a vacant property that was a former dairy farm is located to the east of the site. The property to the south is currently utilized for residential, farming, or trucking related uses. North across Schaefer Avenue is an existing dairy farm; south across Edison Avenue is an existing trucking facility; east across Sultana Avenue is vacant land and an existing trucking facility; west across Euclid Avenue, is the City of Chino with existing commercial and residential uses, and a truck/trailer storage (see ***Figure 3-4: Surrounding Land Uses***).

4.2.3 Regulatory Setting

Federal

Farmland Protection and Policy Act

The Farmland Protection and Policy Act (FPPA), United States Code Title 7 Section 4201, was enacted in 1981 to minimize the loss of prime and unique farmlands because of federal actions by converting these lands to nonagricultural uses. It ensures that federal programs are consistent with state, local, and private programs, and policies to protect farmland.

State

Farmland Mapping and Monitoring Program

Pursuant to California Government Code Section 65570, the California Department of Conservation FMMP compiles important farmland maps for the state. These maps combine soil survey and current land use information to provide an inventory of agricultural resources in each county, based on data from the U.S. Department of Agriculture and Natural Resources Conservation Service. The maps show urbanized lands and a qualitative sequence of agricultural designations. County, state, and federal agencies have established several classifications of important agricultural land based on factors such as soil characteristics, climate, and water supply.

[8] City of Ontario. 2022. Zoning Map. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/Zoning%20Map/Zoning_20220415_Rev1.pdf. (accessed March 2023).

Prime Farmland. This has the best combination of physical and chemical features and can sustain long-term agricultural production. The land has the soil quality, growing season, and moisture supply needed to produce sustained high yields and it must have been used for irrigated agricultural production at some time during the four years prior to the mapping date.

Farmland of Statewide Importance. Similar to Prime Farmland but with minor shortcomings, such as greater slopes or less ability to store soil moisture. Land must have been used for irrigated agricultural production at some time during the four years prior to the mapping date.

Unique Farmland. Lesser-quality soils used for the production of the state's leading agricultural crops. This land is usually irrigated but may include non-irrigated orchards or vineyards. Land must also have been cultivated at some time during the four years prior to the mapping date.

Farmland of Local Importance. Land of importance to the local economy, as defined by each county's local advisory committee and adopted by its board of supervisors. This refers to all farmable lands in the county that do not meet the definitions of Prime, Statewide, or Unique. This includes land that is or has been used for irrigated pasture, dryland farming, confined livestock and dairy, poultry facilities, aquaculture, and grazing land.

Grazing Land. This has existing vegetation that is suited to the grazing of livestock. This category was developed in cooperation with the California Cattlemen's Association, the University of California Cooperative Extension, and other groups interested in the extent of grazing activities. The minimum mapping unit for Grazing Land is 40 acres.

Urban and Built-Up Land. This land is occupied by structures with a building density of at least one unit to 1.5 acres, or approximately six structures to a 10-acre parcel. This land is used for residential, industrial, commercial, construction, institutional, public administration, railroad, and other transportation yards, cemeteries, airports, golf courses, sanitary landfills, sewage treatment, water control structures, and other developed purposes.

Other Land. This land is not included in any other mapping category. Common examples of this type of land include low-density rural developments; brush, timber, wetland, and riparian areas not suitable for livestock grazing; confined livestock, poultry, or aquaculture facilities; strip mines or borrow pits; and water bodies smaller than 40 acres. Vacant and nonagricultural land surrounded on all sides by urban development and greater than 40 acres is mapped as Other Land.

Note that California Environmental Quality Act (CEQA) analysis focuses on impacts to three categories of mapped farmland—Prime Farmland, Farmland of Statewide Importance, and Unique Farmland. In this section, the term "mapped important farmland" refers to these three categories of farmland combined.

California Land Conservation Act (Williamson Act)

The California Land Conservation Act, or Williamson Act, was adopted in 1965 (California Government Code Section 51200 et. seq.). The act was established to encourage the preservation of agricultural lands in view of the increasing trend toward their "premature and unnecessary" urbanization. The act enables

counties and cities to designate agricultural preserves (Williamson Act lands) and offer preferential taxation to agricultural landowners based on the land's income-producing value. In return for the preferential tax rate, the landowner is required to sign a contract (Williamson contract) with the county or city agreeing not to develop the land for a minimum of 10 years. The contract is renewed automatically on its anniversary date unless a notice of nonrenewal or petition for cancellation is filed. There are no active Williamson Act Contracts within the Project site.[9]

Local

City of Ontario General Plan – The Ontario Plan 2050

The TOP 2050 Environmental Resources Element defines the ethic to guide management of the City's environmental resources; establishes goals for Environmental Infrastructure; maps environmental justice areas; and establishes policies that support system integration, resource conservation and regeneration, energy independence, environmental justice, and healthy communities. Included in TOP 2050 is the Policy Plan, which is a framework that would guide the City's future growth through the application of policies and goals. The following goals of TOP 2050 relate to visual and scenic resources. The TOP 2050 Environmental Resources Element contains policies which pertain to existing farms and improving the transition of farms to urban uses.

The following policy contained in the Environmental Resources Element is relevant to the Project:

Environmental Resources Element[10]

Goal ER-5 **Protected high value habitat and farming and mineral resource extraction activities that are compatible with adjacent development.**

Policy ER-5.3 **Right to Farm.** We support the right of existing farms to continue their operations within the Ontario Ranch.

Policy ER-5.4 **Transition of Farms.** We protect both existing farms and sensitive uses around them as agricultural areas transition to urban uses.

City of Ontario Municipal Code

The City of Ontario Municipal Code contains regulations pertaining to agricultural resources in the City, including:

- Ontario Development Code, Chapter 6, Development and Subdivision Regulations, Division 6.01, District Standards and Guidelines, Division 6.01, Section 6.01.035, Overlay Zoning Districts. The purpose of the SP-AG Overlay District is to accommodate the continuation of agricultural uses within the City, on an interim basis, and to allow for the establishment of general agricultural uses, such as dairies, within certain areas of concentrated agricultural use. This section regulates development in the NMC to create compatibility between agricultural and nonagricultural uses.

[9] Ibid.
[10] City of Ontario. 2022. *TOP 2050, Environmental Resources Element*. https://www.ontarioca.gov/about-ontario-ontario-plan-policy-plan/environmental-resources. (accessed March 2023).

It recognizes that specific plans would guide the development of the NMC. The overall goal of the ordinance is to prevent unnecessary urban development in the area unless the development has been planned. New construction, except for agricultural uses or agricultural-related activities, and single-family homes and building ancillary thereto, shall first require the adoption of a Specific Plan, which prescribes the allowed land uses, development regulations and guidelines, and sign regulations applicable to the Project.

4.2.4 Impact Thresholds and Significance Criteria

According to Appendix G of the State CEQA Guidelines, a project would normally have a significant effect on the environment if it would:

- Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency to non-agricultural use;
- Conflict with existing zoning for agricultural use, or a Williamson Act contract;
- Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g));
- Result in the loss of forest land or conversion of forest land to non-forest use; or
- Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use.

Methodology

Agricultural resources were assessed based on the California DOC's FMMP, which is a biennial report and mapping resource on the conversion of farmland and grazing land. The FMMP identified over 50 acres of Prime Farmland on the Project site. Williamson Act contract lands were identified by the DOC and the City; according to records from the City, there are no active Williamson Act Contracts within the Project site.

Development of the Project site was analyzed for conversion of Prime Farmland to non-agricultural use and changes in the existing environment that would remove farmland from agricultural production. The evaluation of impacts to agricultural resources is based on the amount of agricultural land on-site and in the surrounding area, and the effect the proposed Project would have on the existing resources.

4.2.5 Plans, Programs, and Policies

Refer to above discussion regarding existing Regulatory Framework.

4.2.6 Impacts and Mitigation Measures

Impact 4.2-1 ***Would the Project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?***

Level of Significance: Significant and Unavoidable

Specific Plan – Phase I and Phase II Future Development Areas

Construction and Operations

The Project Specific Plan includes Development Standards and Design Guidelines, where all subsequent development within the Project Specific Plan would be required to conform with these Standards and Guidelines (Specific Plan Chapter 5, Design Guidelines).

In accordance with the Project Specific Plan's Allowable Uses, commercial crop production and farming would be conditionally allowed within the Specific Plan Zoning District. Additionally, community gardens, urban farms, and related uses would be administratively allowed within the Business Park and Mixed-Use land use areas.

The proposed improvements would also include buffering from parking lots, loading and service areas in accordance with the provisions of the Project Specific Plan. These requirements support the City's planned orderly transition of existing agricultural uses to urban uses and include the following:

- Site Design: Screen parking areas and loading docks facing the street using landscape buffers planted with screen trees and drought-tolerant vegetation.
- Landscape Design: use landscaping to aid in the screening and buffering of mechanical equipment, trash collection areas, loading docks and outside storage from public view.
- Buffering and Screening: to alleviate the unsightly appearance of parking lots, loading, and service areas, buffering and screening design features would be used to enhance overall development.

The California DOC's FMMP is charged with producing maps for analyzing impacts on the state's agricultural resources. California's agricultural lands are rated based on soil quality and irrigation status. The classification system is contiguous with U.S. Department of Agriculture soil surveys and current land use. These maps are updated every two years, with the most recent data being from 2018. For CEQA purposes, the following categories are qualified as "agricultural land": Prime Farmland, Farmland of Statewide Importance, Unique Farmland, Farmland of Local Importance, and Grazing Land.[11]

The Project site has historically been used for agricultural purposes, primarily dairy operations, and field crops. A total of 37.67 acres is identified as Prime Farmland in the northern and southern portion of the site, and the remainder of the site is identified as "Other Land" totaling 40.93 acres, and "Urban and Built-

[11] California Department of Conservation. 2022. *Important Farmland Categories.* https://www.conservation.ca.gov/dlrp/fmmp/Pages/Important-Farmland-Categories.aspx. (accessed March 2023).

Up Land" totaling 5.56 acres.[12] The Project would convert the 37.67 acres of Prime Farmland from agriculture to urban use, which was identified as a significant impact within TOP 2050 Final Supplemental EIR.

As identified in the TOP 2010 EIR, build out of the Ontario Policy Plan would result in conversion of all agricultural-designated land to urban uses; remaining agricultural uses would be retained within 200 acres of the SoCALF preserves. It was determined that the mitigation proposed and considered would not prevent significant impacts from occurring, and impacts would be significant and unavoidable. The City adopted a Statement of Overriding Considerations in 2018 for significant and unavoidable impacts to agricultural lands with full buildout of the Policy Plan, which allows the decision-making body of the City to approve a project despite one or more unmitigated significant environmental impacts identified in the TOP Final EIR. Therefore, consistent with Findings made at the time of certification of the City's TOP 2010 Certified EIR and the City's TOP 2050 Final Supplemental SEIR, this impact is significant and unavoidable.

Conclusion

As noted above, the Project would be consistent with the TOP 2010 Certified EIR and 2050 Final Supplemental EIR Findings. The proposed Project Specific Plan proposes the same land uses as contained in the City's TOP 2050. Therefore, consistent with Findings of the City's TOP 2050 Supplemental EIR, impacts would be significant and unavoidable.[13]

Mitigation Measures

MM AG-1 **Deed disclosure –** In order to reduce conflicts issued between sensitive receptors and agricultural uses, all property owners in the Euclid Mixed Use Specific Plan shall be provided with a deed disclosure or similar notice approved by the City Attorney regarding the proximity and nature of neighboring agricultural uses. This disclosure shall be applied at the tentative map stage to the affected properties, or otherwise prior to finalizing the sale or rental agreement of any property. The written disclosure shall be supplied to the property purchaser or renter by the vendor or vendor's agent. The content and text of the disclosure shall be approved by the City Attorney and shall include language to inform new residents that existing agricultural uses may create nuisances such as flies, odors, dust, night-light, and chemical spraying.

In accordance with the findings of the TOP 2010 Certified EIR , there are no other feasible mitigation measures that would reduce the Project's significant impacts regarding agricultural conversion to levels that would be less than significant.

Further, according to the TOP 2010 Certified EIR findings, while the City maintains a Right-to-Farm ordinance, use of farm equipment and odors associated with dairy farming in the Ontario Ranch area is not compatible with densities proposed in the City's Land Use Plan. Furthermore, several mitigation

[12] California Department of Conservation. 2022. *California Important Farmland Finder*. https://maps.conservation.ca.gov/DLRP/CIFF/ (accessed March 2023).

[13] City of Ontario. 2022. *TOP 2050 Final Supplemental Environmental Impact Report, Section 5.2, Agriculture and Forestry Resources*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf (accessed April 2023).

measures to reduce the impacts of TOP on agriculture were considered and were considered again as to this EIR for the Project Specific Plan; however, none of the mitigation measures considered by the City, and detailed below, would feasibly be able to reduce the significant impacts to levels less than significant and therefore impacts would remain significant and unavoidable. The measures considered are discussed further below.

Mitigation Measures Considered But Rejected

The Project build-out area is designated for urban development pursuant to the City's Policy Plan. Existing agricultural uses are in various stages of converting to urban uses that are consistent with the Policy Plan. As the agricultural uses diminish, so too are the needed support uses such as feed stores, agricultural equipment sales and rentals, and manure services. In addition, as described previously, dairy farming has become less and less viable in the City region. The dairy industry in San Bernardino County has consistently and sharply declined since 2000, and incentives to convert to urban uses increase. Existing agricultural uses within the City are becoming economically unsustainable and represent land uses that are increasingly incongruous with continuing urbanization of the City. Transition of existing agricultural uses and farmland to non-agricultural uses is an unavoidable effect of implementing the TOP. TOP 2010 Certified EIR considered various mitigation measures which were considered again for this EIR for the Project specific plan that could reduce impacts to agricultural resources. The City again concluded that there are no feasible measures that would reduce the loss of agriculture to levels that would be less than significant. The TOP 2010 Certified EIR Mitigation Measures that were considered before are, again, considered and rejected and are described below.

TOP 2010 Certified EIR Mitigation Measure: Retention of On-Site Agricultural Uses. Retention of agricultural uses within the City of Ontario would create or maintain islands of agricultural uses within an urbanized setting, exacerbating potential land use conflicts and land use incompatibilities. Moreover, TOP does not envision long-term use of City properties for agricultural purposes. This is evidenced in the adopted Land Use Plan, which does not establish or maintain any "Agricultural" Land Use designations within the City. Preservation of agricultural land uses would therefore conflict with the adopted Land Use Plan. The "Retention of On-Site Agricultural Uses" mitigation strategy would require comprehensive amendment of the Policy Plan. Neither the City nor applicant has indicated that such amendment is warranted or desired, and neither has initiated such action.

Additionally, economic viability of agricultural uses in the City has declined as a result of losing many of the necessary support services. Increasing urbanization, rising land values, and relatively high operational costs have also put City agricultural and dairy farming uses at a competitive disadvantage in regional markets. Ultimately, the long-term viability of agriculture within the City is limited due to the increasing land values, increased water costs, higher labor costs, higher property taxes, competition from other parts of the state, and the growing urbanization of the area. Based on the preceding, retention of on-site agricultural uses is considered infeasible.

TOP 2010 Certified EIR Mitigation Measure: Replacement of Agricultural Resources Off-Site. Replacement of agricultural resources at an off-site location would require the applicant to purchase off-site replacement acreage not designated as Farmland and improve or restore it to Farmland status.

Creation of additional Farmland in the City is contrary to the Land Use Plan policies and vision as summarized previously and would require comprehensive amendment of the Policy Plan. Neither the City nor applicant has indicated that such amendment is warranted or desired, and neither has initiated such action. The potential to provide off-site mitigation for the loss of agricultural land and agricultural uses was considered but rejected as infeasible in the TOP EIR. Using another area within Ontario Ranch for mitigation of impacts related to the Project would result in the same issues as previously described in consideration of on-site mitigation. Therefore, similar to the reasons why on-site mitigation is not feasible, off-site mitigation within Ontario Ranch is also infeasible. In addition, off-site mitigation within the region is also considered infeasible due to the decreasing economic vitality of agriculture in Ontario Ranch and Southern California and increased urbanization pressures on existing agricultural lands.

Further, creation of new Farmland-status properties outside the City is beyond the Lead Agency and Project applicant's control. The Farmland status at any site would be assigned through the California Department of Conservation Farmland Mapping and Monitoring Program Important Farmland Series mapping protocol. Moreover, creation of new Farmland-status properties at extra-jurisdictional locations could result in land use conflicts at the interface of agricultural uses and urban uses similar to those the City has experienced and seeks to avoid through implementation of the Land Use Plan.

Additionally, the "Replacement of Agricultural Resources Off-Site" mitigation strategy would likely result in potentially adverse environmental impacts including, but not limited to, impacts to biological resources, hydrology/water quality, air quality, greenhouse gas emissions, and land use and planning. In this regard, the mitigation strategy would likely result in increased, rather than diminished environmental impacts. Based on the preceding, replacement of agricultural resources at off-site locations is considered infeasible.

TOP 2010 Certified EIR Mitigation Measure: Retention of On-Site Agricultural Uses. Retention of agricultural uses within the City of Ontario would create or maintain islands of agricultural uses within an urbanized setting, exacerbating potential land use conflicts and land use incompatibilities. Moreover, TOP does not envision long-term use of City properties for agricultural purposes. This is evidenced in the adopted Land Use Plan, which does not establish or maintain any "Agricultural" Land Use designations within the City. Preservation of agricultural land uses would therefore conflict with the adopted Land Use Plan. The "Retention of On-Site Agricultural Uses" mitigation strategy would require comprehensive amendment of the Policy Plan. Neither the City nor applicant has indicated that such amendment is warranted or desired, and neither has initiated such action.

Additionally, economic viability of agricultural uses in the City has declined as a result of losing many of the necessary support services. Increasing urbanization, rising land values, and relatively high operational costs have also put City agricultural and dairy farming uses at a competitive disadvantage in regional markets. Ultimately, the long-term viability of agriculture within the City is limited due to the increasing land values, increased water costs, higher labor costs, higher property taxes, competition from other parts of the state, and the growing urbanization of the area. Based on the preceding, retention of on-site agricultural uses is considered infeasible.

TOP 2010 Certified EIR Mitigation Measure: Replacement of Agricultural Resources Off-Site. Replacement of agricultural resources at an off-site location would require the applicant to purchase off-site replacement acreage not designated as Farmland and improve or restore it to Farmland status. Creation of additional Farmland in the City is contrary to the Land Use Plan policies and vision as summarized previously and would require comprehensive amendment of the Policy Plan. Neither the City nor applicant has indicated that such amendment is warranted or desired, and neither has initiated such action. The potential to provide off-site mitigation for the loss of agricultural land and agricultural uses was considered but rejected as infeasible in the TOP EIR. Using another area within Ontario Ranch for mitigation of impacts related to the Project would result in the same issues as previously described in consideration of on-site mitigation. Therefore, similar to the reasons why on-site mitigation is not feasible, off-site mitigation within Ontario Ranch is also infeasible. In addition, off-site mitigation within the region is also considered infeasible due to the decreasing economic vitality of agriculture in Ontario Ranch and Southern California and increased urbanization pressures on existing agricultural lands.

Further, creation of new Farmland-status properties outside the City is beyond the Lead Agency and Project applicant's control. The Farmland status at any site would be assigned through the California Department of Conservation Farmland Mapping and Monitoring Program Important Farmland Series mapping protocol. Moreover, creation of new Farmland-status properties at extra-jurisdictional locations could result in land use conflicts at the interface of agricultural uses and urban uses similar to those the City has experienced and seeks to avoid through implementation of the Land Use Plan.

Additionally, the "Replacement of Agricultural Resources Off-Site" mitigation strategy would likely result in potentially adverse environmental impacts including, but not limited to, impacts to biological resources, hydrology/water quality, air quality, greenhouse gas emissions, and land use and planning. In this regard, the mitigation strategy would likely result in increased, rather than diminished environmental impacts. Based on the preceding, replacement of agricultural resources at off-site locations is considered infeasible.

TOP 2010 Certified EIR Mitigation Measure: Relocation of Farmland Topsoil. Relocation of Farmland topsoil would entail removal of the top 12 to 18 inches of topsoil from Farmland properties and the placement of this soil at sites that have lesser quality soil. This would promote creation of new or additional Farmland status properties in the City, rather than provide for their transition to urban uses. This would be contrary to the Land Use Plan policies and vision as summarized previously and would require comprehensive amendment of the Policy Plan. Neither the City nor applicant has indicated that such amendment is warranted or desired, and neither has initiated such action.

Further, creation of new Farmland-status by means of imported Farmland topsoil is beyond the Lead Agency and Project applicant's control. The Farmland status at any site would be assigned through the California Department of Conservation Farmland Mapping and Monitoring Program Important Farmland Series mapping protocol. Moreover, creation of new Farmland-status properties at extra-jurisdictional locations could result in land use conflicts at the interface of agricultural uses and urban uses similar to those the City has experienced and seeks to avoid through implementation of the Land Use Plan.

Additionally, excavation and relocation of topsoil would likely result in potentially adverse environmental impacts affecting biological resources, hydrology/water quality, air quality, greenhouse gas emissions, and land use and planning. Based on the preceding, relocation of Farmland topsoil is considered infeasible.

TOP 2010 Certified EIR Mitigation Measure: Establishment of Conservation Easement or Preserves. Establishment of conservation easements or preserves is contrary to the Land Use Plan policies and vision providing for transition of agricultural uses to urban uses. This mitigation strategy would require comprehensive amendment to the Policy Plan. The City has not indicated that such amendment is warranted or desired and has initiated no such action. At the Project site, establishment of agricultural conservation easements or preserves would negate the Project, resulting in a No-Build condition. Based on the preceding, the "Establishment of Conservation Easement or Preserves" mitigation strategy is considered infeasible.

TOP 2010 Certified EIR Mitigation Measure: Transfer of Development Rights. SCAG provides the following summary of description and application of Transfer of Development Rights (TDR) programs:

TDR "is a device by which the development potential of a site is severed from its title and made available for transfer to another location. The owner of a site within a transfer area retains property ownership, but not approval to develop. The owner of a site within a receiving area may purchase transferable development rights, allowing a receptor site to be developed at a greater density."

TDR is most commonly used to preserve agricultural lands, but it can also be used for preserving natural, open space. TDR programs can vary depending on the need of the local jurisdiction but in general there are a few common factors that contribute to the success of a TDR program. These include having a donor site with development constraints, appropriate zoning regulations, and infrastructure requirements."

The Project site is not currently entitled for development absent an adopted Specific Plan, and it is unclear what if any development rights would be transferred under a TDR program. Further, there is no designated or contemplated receiving area to accept these development rights. Moreover, a TDR program would preserve agricultural uses at the Project Site rather than further planned transition of agricultural uses to non-agricultural uses as envisioned under the Policy Plan. This would be contrary to the Land Use Plan policies and vision as summarized previously.

The City of Ontario has not implemented a TDR Program. Implementation of a TDR program would require amending the City Development Code and comprehensive amendment of the Policy Plan. Neither the City nor applicant has indicated that such amendments are warranted or desired, and neither has initiated such actions. Based on the preceding, implementation of a "Transfer of Development Rights Program" mitigation strategy is considered infeasible.

The City has considered but rejected the collection of fees for off-site mitigation of agricultural impacts. Neither the City nor the adjoining counties have adopted fee programs. Absent viable programs in the region, the imposition of fees would not serve to mitigate the impacts of the Project. Furthermore, an off-site fee mitigation program would not avoid the loss of farmland; would not minimize the effect of the Project; would not repair, rehabilitate, or restore the affected farmland; and, absent a viable fee program,

would not replace affected farmland with substitute farmland. Thus, such a program would not actually mitigate or substantially lessen the significant impact of the Project (CRR State CEQA Guidelines Section15370; San Franciscans for Reasonable Growth v. City and County of San Francisco (1989) 209 Cal.App.3d 1502, 1519). The same factors that make on-site mitigation infeasible would apply off-site in the region as well. The challenges to continued agricultural production in the Chino Basin area, also challenge agriculture throughout Southern California (Defend the Bay v. City of Irvine [2004] 119 Cal. App. 4th 1261, 1270-72).

Off-site mitigation would require the City to purchase replacement acreage for Important Farmland currently not in use elsewhere in California and restore it as viable farmland. However, distant mitigation would not reduce impacts because these mitigation parcels could have no bearing or relationship on the loss of agricultural lands within the City or the County. In addition, experience indicates a program consisting of the required purchase of agricultural easements on other land or through fee programs for the acquisition of agricultural easements would be of limited utility or benefit. Such a program is inherently dependent upon voluntary agreements by farm owners to sell such easements on their property for an agreed price, which, within the City, is largely driven by the City's TOP land use designations, population growth, urbanization of the surrounding area, and the limited supply of suitable farmland. In remote areas not planned for development in the near-term, owner's may be more willing to sell such an easement at a reasonable price but within the region much of the land is already subject to development pressure.

As a result, the most likely result would be a "patchwork" of easements, with some owners more willing than others to sell them, potentially creating a more dispersed development pattern and loss of viability of farmland over time, which would not serve as a feasible measure to mitigate the loss of farmland by the Project. Neither the City nor the County have adopted programs for the acquisition of off-site agricultural easements. Consequently, for the reasons previously outlined, it is determined that off-site mitigation of agricultural resources is neither feasible nor effective in mitigating such impacts.

Overall, no feasible mitigation measures have been identified, which would substantially lessen the Project's significant impacts related to the loss of Prime Farmland and conversion of farmland to non-agricultural use. This finding is consistent with the finding in TOP EIR; that there are no feasible mitigation measures to reduce impacts on Important Farmland or the conversion of agricultural land to non-agricultural uses, and thus impacts would be significant and unavoidable.

Impact 4.2-2 ***Would the Project conflict with existing zoning for agricultural use, or a Williamson Act contract?***

Level of Significance: Less Than Significant

Specific Plan – Phase I and Phase II Future Development Areas

Construction and Operations

The Project site is currently zoned Specific Plan with an Agricultural Overlay, according to the City's Zoning Map, also identified as SP-AG Overlay Zone (Right to Farm Ordinance).[14] It also contains an operational dairy farm and other structures and equipment associated with agricultural use. Construction of this Project will remove the agricultural land, converting it to Business Park and Mixed-Use uses. When the City annexed all of the land within the Ontario Ranch area, including the Project Specific Plan area, it was zoned Specific Plan, with an Agricultural Overlay Zoning District (Section F of Division 5.01 of the Ontario Development Code). The Overlay Zoning provides for agricultural uses within the City on an interim basis, until such time that urban development consistent with TOP 2050 occurs. The operation of the on-site dairy and row crops and the urban development that is proposed by the Project Specific Plan are consistent with this ordinance. The Project Specific Plan will not conflict with the Agricultural Overlay Zoning, and impacts related to a conflict with the overlay will not occur. With Project approval, the Project's existing SP-AG overlay zone would be removed as part of Project approval, consistent with TOP 2050 goals to transition agricultural areas to urban development. Lastly, according to records from the City, there are no active Williamson Act Contracts within the Project site. Therefore, impacts regarding conflict with existing zoning for agricultural use or a Williamson Act contract would be less than significant.

Conclusion

As noted above, there are no active Williamson Act Contracts within the Project site nor would the Project conflict with existing zoning for agricultural use. Accordingly, impacts would be less than significant. No mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Project Specific Plan and TOP 2050.[15]

Mitigation Measures

No mitigation is required.

Impact 4.2-3 ***Would the Project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?***

Impact 4.2-4 ***Would the Project result in the loss of forest land or conversion of forest land to non-forest use?***

Level of Significance: No Impact

[14] City of Ontario. 2022. *Zoning Map*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/Zoning%20Map/Zoning_20220415_Rev1.pdf (accessed March 2023).
[15] Ibid.

Specific Plan – Phase I and Phase II Future Development Areas

Construction and Operations

"Forest land" is defined as "land that can support 10 percent native tree cover of any species, including hardwoods, under natural conditions, and that allows for management of one or more forest resources, including timber, aesthetics, fish and wildlife, biodiversity, water quality, recreation, and other public benefits." "Timberland" is defined as "land, other than land owned by the federal government and land designated by the board as experimental forest land, which is available for, and capable of, growing a crop of trees of a commercial species used to produce lumber and other forest products, including Christmas trees." Pursuant to Sections 51112 and 51113 of the California Government Code,[16] "Timberland Production Zone" (TPZ) is defined as "an area which has been zoned and is devoted to and used for growing and harvesting timber, or for growing and harvesting timber and compatible uses, as defined in subdivision (h)."

The Project site is identified as having an Agricultural Overlay (SP-AG) and is not zoned for forest land, timberland, or TPZ. TOP 2050 does not designate any forest land or timberland land uses within the City. Therefore, the Project would not conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g)); and the Project would not result in the loss of forest land or conversion of forest land to non-forest use. No impact would occur.

Conclusion

As noted above, there are no land use designations or zoning for forest land, timberland, or timberland zoned Timberland Production in the City. As such there would be no impact. No mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Project Specific Plan and TOP 2050.[17]

Mitigation Measures

No mitigation is required.

Impact 4.2-5 Would the Project Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

Level of Significance: Significant and Unavoidable

[16] California Government Code. 2022. *Article 2, Timberland Production Zones [51110 - 51119.5]*. https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV&sectionNum=51113. (accessed March 2023).

[17] City of Ontario. 2022. *TOP 2050 Final Supplemental Environmental Impact Report, Section 5.2, Agriculture and Forestry Resources.* https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf (accessed April 2023).

Specific Plan – Phase I and Phase II Future Development Areas

Construction and Operations

Refer to Impacts 4.2-3 and 4.2-4 for forest land. See ***Section 4.2.2***, for a discussion of the Project site's current use as a dairy farm and for cropland

As discussed above, the development of the Project will result in the conversion of the existing agricultural uses that include a total of 37.67 acres of Prime Farmland to an urban or non-agricultural use. The City does not have any prohibitions that prevent the transition of agricultural land uses to urban land uses. While existing agricultural uses would be allowed to persist, the proposed land use plan for the City designates these areas for nonagricultural land uses provided that equivalent Important Farmland is preserved elsewhere, or funds associated with the 1988 Park Bond Act are returned. Therefore, these existing agricultural uses would be converted to nonagricultural uses upon buildout of TOP 2050. Furthermore, although the intent of the SoCALF Preserves was to preserve Important Farmland in perpetuity in this area of the City, the preserves do not guarantee that Important Farmland would not be converted to nonagricultural uses. Important farmland outside of these preserves may be converted to nonagricultural uses without requiring the County to repay the funding to the state or relocating the farmland elsewhere in the San Bernardino County Agricultural Land Preserve. Development and implementation of the Project would have significant and unavoidable impacts on agricultural resources in the Project area.

The Project Specific Plan could promote and encourage urban growth by contributing to the urban development of other nearby agricultural lands. Development proposals for substantial portions of the area around the site are pending (as described in ***Section 4.0***) and development of the Project Specific Plan could facilitate the conversion of other farmland within the Project vicinity through the extension of public infrastructure and increases in land values. Properties surrounding the Project site are currently utilized for agricultural operations; however, there is encroaching land development consistent with TOP 2050.

Although implementation of the Project Specific Plan would result in the conversion of agricultural land to other uses, it is occurring consistently with the previously identified policies in the TOP 2050 Final Supplement EIR. Thus, and consistent with the findings of the TOP 2050 Final Supplemental EIR and which were acknowledged in a previously adopted Statement of Overriding Considerations, Project impacts related to other changes in the environment which, due to their location or nature, could result in conversion of farmland to non-agricultural would be significant and unavoidable.

Conclusion

Altering the land from agricultural development will promote further growth and future development within the City, increasing economic prosperity. However, this conversion from agricultural land to business park and mixed-use will have significant and unavoidable impacts. Further, as noted above, the Project would be consistent with the TOP 2010 Certified EIR and 2050 Final Supplemental EIR Findings.

Mitigation Measures

Refer to **MM AG-1** above.

4.2.7 Cumulative Impacts

The cumulative study area for agriculture includes the County. Throughout the County, numerous related projects exist that would result in the additional conversion of agricultural land, including Prime Farmland and Important Farmland, to nonagricultural uses. Important Farmland in the County has continually declined and all of the prime agricultural land in the southern area of the City is planned for development by the City's TOP 2050. Continued conversion of agricultural lands to urban uses would substantially reduce overall agricultural productivity in the City and the region. According to the TOP 2050 Final Supplemental EIR, agricultural land within the Ontario Ranch area has the potential to be converted to non-agricultural uses, upon buildout of TOP 2050 and the Specific Plan overlay. This was identified as a significant cumulative impact in TOP 2010 Certified EIR and TOP 2050 Final Supplemental EIR. Implementation of the proposed Project would contribute to the reduction of agricultural resources in the region and cumulatively contribute to the loss of agricultural resources. Although the proposed conversion is consistent with the projected decline in agricultural productivity of the region, the Ontario Ranch area, and the Project site, the Project would result in a cumulatively considerable impact to agricultural resources. Significant and unavoidable impacts to agriculture resources have been identified; refer to *Impacts 4.2-1* and *4.1-5*.

4.2.8 Significant Unavoidable Impacts

Impact 4.2-1

In accordance with the findings of the TOP 2010 Certified EIR and TOP 2050 Final Supplemental EIR, conversion of agricultural-designated land to urban land uses is a significant and unavoidable impact. As detailed above, there are no feasible mitigation measures that would reduce the Project's significant impacts to agricultural resources to levels that would be less than significant. Although implementation of **MM AG-1** would reduce the potential for pressure to convert nearby agricultural land to other uses, with full buildout of the City in accordance with TOP 2050, all agricultural lands would be converted to urban land uses, which would be a significant and unavoidable impact.

Impact 4.2-5

Implementation of **MM AG-1** would reduce the potential for pressure to convert nearby agricultural land to other uses. Nevertheless, with full buildout of the City in accordance with the Policy Plan, all agricultural lands would be converted to urban land uses, which would be a significant and unavoidable impact.

4.2.9 References

California Department of Conservation. 2023. *2014-2016 Farmland Conversion Report*. https://www.conservation.ca.gov/dlrp/fmmp/Pages/2014-2016_Farmland_Conversion_Report.aspx.

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2018/alternate_conversion/Alternate_San_Bernardino_County_2016-2018_Land_Use_Conversion.pdf.

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California Government Code. 2022. *Article 2, Timberland Production Zones [51110 - 51119.5].* https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV&sectionNum=5111.

City of Ontario. 2022. TOP 2050, Environmental Resources Element. https://www.ontarioca.gov/OntarioPlan.

City of Ontario. 2022. *TOP 2050 Final Supplemental Environmental Impact Report, Section 5.2, Agriculture and Forestry Resources*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf.

City of Ontario. 2022. *Zoning Map*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/Zoning%20Map/Zoning_20220415_Rev1.pdf.

County of San Bernardino Department of Agriculture/Weights & Measures. 2023. *2021 Annual Crop Report.* https://awm.sbcounty.gov/wp-content/uploads/sites/84/2022/10/N4454-AWM-CROP-REPORT-2021-Web.pdf.

4.3 AIR QUALITY

4.3.1 Introduction

This section of the Draft Environmental Impact Report (EIR) identifies and analyzes the Euclid Mixed-Use Specific Plan Project's (Project) potential air quality impacts that would be generated by construction and operation of the Project, within the City of Ontario (City). The ambient air quality of the local and regional area is described, along with relevant federal, State, and local air pollutant regulations and pollutant concentrations. This evaluation is based on the methodology recommended by the South Coast Air Quality Management District (SCAQMD). Criteria air pollutant emissions modeling for the proposed Project is included *in* ***Appendix B1: Air Quality Emissions Model Data***, of this Draft EIR. The modeling outputs and calculations for localized particulate matter emissions is included in ***Appendix B3: Greenhouse Gas Emissions Model Data***. The Health Risk Assessment (HRA) modeling outputs and calculations for the proposed Project is included in ***Appendix B2: Health Risk Assessment Data***. Transportation-sector impacts are based on trip generation and average vehicle trip distance for passenger vehicle and trucks as provided by Urban Crossroads in ***Appendix I: Transportation Reports***, of this Draft EIR. Cumulative impacts related to air quality are based on the regional boundaries of the South Coast Air Basin (SCAB).

This Section and environmental discussion use information from the following City documents:

- The Ontario Plan 2050
- City of Ontario Municipal Code
- City of Ontario TOP 2050 Final Supplemental EIR

Additionally, the following analysis is based in part on information obtained from:

- Kimley-Horn and Associates. March 2023. *Air Quality Emissions Model Data*. (***Appendix B1***)
- Kimley-Horn and Associates. 2023. *Health Risk Assessment Data*. (***Appendix B2***)
- Kimley-Horn and Associates. 2023. *Greenhouse Gas Emissions Model Data*. (***Appendix B3***)
- Urban Crossroads. January 2023. *Euclid Mixed-Use Specific Plan Traffic Analysis*. (***Appendix I1***)

4.3.2 Environmental Setting

Climate and Meteorology

South Coast Air Basin

The Project site is in the SCAB, which includes all of Orange County and the non-desert portions of Los Angeles, Riverside, and San Bernardino counties. The SCAB is a coastal plain with connecting broad valleys and low hills and is bounded by the Pacific Ocean in the southwest quadrant, with high mountains forming the remainder of the perimeter. The general region is in the semi-permanent high-pressure zone of the eastern Pacific. The climate is mild, tempered by cool sea breezes. This weather pattern is interrupted infrequently by periods of extremely hot weather, winter storms, and Santa Ana winds.

Temperature and Precipitation

The annual average temperature throughout the 6,645-square-mile SCAB ranges from low 60 to high 80 degrees Fahrenheit (°F) with little variance. With a more pronounced oceanic influence, coastal areas show less variability in annual minimum and maximum temperatures than inland areas. The climatological station nearest the site is in Pomona (ID No. 041779). The average low is reported at 38.6°F in January and the average high is 90.4°F in July. All areas in the SCAB have recorded temperatures above 100°F in recent years. January is typically the coldest month in this area of the SCAB, with minimum temperatures in the 30s. In contrast to a very steady pattern of temperature, rainfall is seasonally and annually highly variable. Almost all rain falls from November through April. Summer rainfall is normally restricted to widely scattered thundershowers near the coast with slightly heavier shower activity in the east and over the mountains. Rainfall averages around 16.95 inches per year in the Project area, as measured in Pomona.

Humidity

Although the SCAB has a semiarid climate, the air near the surface is typically moist because of the presence of a shallow marine layer. Except for infrequent periods when dry, continental air is brought into the SCAB by offshore winds, the ocean effect is dominant. Periods of heavy fog, especially along the coastline, are frequent; low stratus clouds, often called high fog, are a characteristic climatic feature. Annual average humidity is 70 percent at the coast and 57 percent in the east portions of the SCAB.

Wind

Wind patterns across the south coastal region are characterized by westerly and southwesterly onshore winds during the day and easterly or northeasterly breezes at night. Wind speed is somewhat greater during the dry summer months than during the rainy winter season. Between periods of wind, periods of air stagnation may occur, both in the morning and evening hours. Air stagnation is one of the critical determinants of air quality conditions on any given day. During the winter and fall months, surface high-pressure systems over the SCAB, combined with other meteorological conditions, can result in very strong, downslope Santa Ana winds. These winds normally continue a few days before predominant meteorological conditions are reestablished. The mountain ranges to the east affect the transport and diffusion of pollutants by inhibiting the eastward transport of pollutants. Air quality in the SCAB generally ranges from fair to poor and is similar to air quality in most of coastal southern California. The entire region experiences heavy concentrations of air pollutants during prolonged periods of stable atmospheric conditions.

Inversions

In conjunction with the two characteristic wind patterns that affect the rate and orientation of horizontal pollutant transport, there are two similarly distinct types of temperature inversions that control the vertical depth through which pollutants are mixed. These inversions are the marine/subsidence inversion and the radiation inversion. The height of the base of the inversion at any given time is known as the "mixing height." The combination of winds and inversions are critical determinants in leading to the highly degraded air quality in summer and the generally good air quality in the winter in the Project area.

Air Pollutants of Concern

The air pollutants emitted into the ambient air by stationary and mobile sources are regulated by state and federal laws. These regulated air pollutants are known as "criteria air pollutants" and are categorized into primary and secondary pollutants.

Primary air pollutants are emitted directly from sources. Carbon monoxide (CO), reactive organic gases (ROG), nitrogen oxide (NO_X), sulfur dioxide (SO_2), coarse particulate matter (PM_{10}), fine particulate matter ($PM_{2.5}$), and lead are primary air pollutants. Of these, CO, NO_X, SO_2, PM_{10}, and $PM_{2.5}$ are criteria pollutants. ROG and NO_X are criteria pollutant precursors and form secondary criteria pollutants through chemical and photochemical reactions in the atmosphere. For example, the criteria pollutant ozone (O_3) is formed by a chemical reaction between ROG and NO_X in the presence of sunlight. O_3 and nitrogen dioxide (NO_2) are the principal secondary pollutants. Sources and health effects commonly associated with criteria pollutants are summarized in ***Table 4.3-1: Air Contaminants and Associated Public Health Concerns***.

Table 4.3-1: Air Contaminants and Associated Public Health Concerns

Pollutant	Health Effects	Examples of Sources
Carbon Monoxide (CO)	Reduces the ability of blood to deliver oxygen to vital tissues, affecting the cardiovascular and nervous system. Impairs vision, causes dizziness, and can lead to unconsciousness or death.	An odorless, colorless gas formed when carbon in fuel is not burned completely; a component of motor vehicle exhaust.
Ozone (O_3)	Irritates and causes inflammation of the mucous membranes and lung airways; causes wheezing, coughing, and pain when inhaling deeply; decreases lung capacity; aggravates lung and heart problems. Damages plants; reduces crop yield.	Formed by a chemical reaction between reactive organic gases/volatile organic compounds (ROG or VOC)[1] and nitrogen oxides (NO_X) in the presence of sunlight. Motor vehicle exhaust, industrial emissions, gasoline storage and transport, solvents, paints and landfills.
Nitrogen Dioxide (NO_2)	Respiratory irritant; aggravates lung and heart problems. Precursor to O_3. Contributes to global warming and nutrient overloading which deteriorates water quality. Causes brown discoloration of the atmosphere.	A reddish-brown gas formed during fuel combustion for motor vehicles and industrial sources. Sources include motor vehicles, electric utilities, and other sources that burn fuel.
Particulate Matter (PM_{10} & $PM_{2.5}$)	Increased respiratory symptoms, such as irritation of the airways, coughing, or difficulty breathing; asthma; chronic bronchitis; irregular heartbeat; nonfatal heart attacks; and premature death in people with heart or lung disease. Impairs visibility.	Power plants, steel mills, chemical plants, unpaved roads and parking lots, wood-burning stoves and fireplaces, automobiles and others.
Sulfur Dioxide (SO_2)	Respiratory irritant. Aggravates lung and heart problems. In the presence of moisture and oxygen, sulfur dioxide converts to sulfuric acid which can damage marble, iron and steel. Damages crops and natural vegetation. Impairs visibility. Precursor to acid rain.	A colorless gas formed when fuel containing sulfur is burned and when gasoline is extracted from oil. Examples are petroleum refineries, cement manufacturing, metal processing facilities, locomotives, and ships.
Lead (Pb)	Exposure to lead occurs mainly through inhalation of air and ingestion of lead in food, water, soil, or dust. It accumulates in the blood, bones, and soft tissues and can adversely affect the kidneys, liver, nervous system, and other organs. Excessive exposure to lead may cause neurological impairments such as seizures, mental retardation, and behavioral disorders. Even at low doses, lead exposure is associated	Lead is a metal found naturally in the environment as well as in manufactured products. The major sources of lead emissions have historically been motor vehicles (such as cars and trucks) and industrial sources. Due to the phase out of leaded gasoline, metals processing is the major source of lead emissions to the air today. The highest levels of lead in air are generally found near lead smelters. Other

Pollutant	Health Effects	Examples of Sources
	with damage to the nervous systems of fetuses and young children, resulting in learning deficits and lowered IQ.	stationary sources are waste incinerators, utilities, and lead-acid battery manufacturers.

Source: California Air Pollution Control Officers Association (CAPCOA). 2023. *Health Effects*. https://oehha.ca.gov/air/criteria-pollutants. (accessed April 2023).
Notes:
[1] Volatile Organic Compounds (VOCs) or Reactive Organic Gases (ROG) are hydrocarbons/organic gases that are formed solely of hydrogen and carbon. There are several subsets of organic gases including ROGs and VOCs. Both ROGs and VOCs are emitted from the incomplete combustion of hydrocarbons or other carbon-based fuels. The major sources of hydrocarbons are combustion engine exhaust, oil refineries, and oil-fueled power plants; other common sources are petroleum fuels, solvents, dry cleaning solutions, and paint (via evaporation).

Toxic Air Contaminants

Toxic air contaminants (TACs) are airborne substances that can cause short-term (acute) or long-term (i.e., chronic, carcinogenic or cancer causing) adverse human health effects (i.e., injury or illness). TACs include both organic and inorganic chemical substances. They may be emitted from a variety of common sources including gasoline stations, automobiles, dry cleaners, industrial operations, and painting operations. The current California list of TACs includes more than 200 compounds, including particulate emissions from diesel-fueled engines.

The California Air Resources Board (CARB) identified diesel particulate matter (DPM) as a TAC. DPM differs from other TACs in that it is not a single substance but rather a complex mixture of hundreds of substances. Diesel exhaust is a complex mixture of particles and gases produced when an engine burns diesel fuel. DPM is a concern because it causes lung cancer; many compounds found in diesel exhaust are carcinogenic. DPM includes the particle-phase constituents in diesel exhaust. The chemical composition and particle sizes of DPM vary between different engine types (heavy-duty, light-duty), engine operating conditions (idle, accelerate, decelerate), fuel formulations (high/low sulfur fuel), and the year of the engine. Some short-term (acute) effects of diesel exhaust include eye, nose, throat, and lung irritation, and diesel exhaust can cause coughs, headaches, light-headedness, and nausea. DPM poses the greatest health risk among the TACs. Almost all diesel exhaust particle mass is 10 microns or less in diameter. Due to their extremely small size, these particles can be inhaled and eventually trapped in the bronchial and alveolar regions of the lung.

Ambient Air Quality

CARB monitors ambient air quality at approximately 250 air monitoring stations across the state. These stations usually measure pollutant concentrations ten feet above ground level; therefore, air quality is often referred to in terms of ground-level concentrations. Existing levels of ambient air quality, historical trends, and projections near the Project are documented by measurements made by the SCAQMD, the air pollution regulatory agency in the SCAB that maintains air quality monitoring stations which process ambient air quality measurements.

Pollutants of concern in the SCAB include O_3, PM_{10}, and $PM_{2.5}$. The closest air monitoring station to the Project that monitors ambient concentrations of these pollutants is the Upland Monitoring Station (located approximately seven miles to the north). Local air quality data from 2019 to 2021 are provided in ***Table 4.3-2: Ambient Air Quality Data Standards for Criteria Pollutants***, which lists the monitored

maximum concentrations and number of exceedances of state or federal air quality standards for each year.

Table 4.3-2: Ambient Air Quality Standards for Criteria Pollutants

Criteria Pollutant	2019	2020	2021
Ozone (O_3)			
1-hour Maximum Concentration (ppm)	0.131	0.158	0.124
8-hour Maximum Concentration (ppm)	0.107	0.123	0.100
Number of Days Standard Exceeded			
CAAQS 1-hour (>0.09 ppm)	31	82	42
NAAQS 8-hour (>0.070 ppm)	52	116	78
Carbon Monoxide (CO)			
1-hour Maximum Concentration (ppm)	1.45	1.54	1.31
Number of Days Standard Exceeded			
NAAQS 1-hour (>35 ppm)	0	0	0
CAAQS 1-hour (>20 ppm)	0	0	0
Nitrogen Dioxide (NO_2)			
1-hour Maximum Concentration (ppm)	0.058	0.055	0.065
Number of Days Standard Exceeded			
NAAQS 1-hour (>0.100 ppm)	0	0	0
CAAQS 1-hour (>0.18 ppm)	0	0	0
Particulate Matter Less Than 10 Microns (PM_{10})			
National 24-hour Maximum Concentration	125.9	174.8	124.3
State 24-hour Maximum Concentration	—	—	—
State Annual Average Concentration (CAAQS=20 µg/m^3)	—	—	—
Number of Days Standard Exceeded			
NAAQS 24-hour (>150 µg/m^3)	0	1	0
CAAQS 24-hour (>50 µg/m^3)	—	—	—
Particulate Matter Less Than 2.5 Microns ($PM_{2.5}$)			
National 24-hour Maximum Concentration	—	—	—
State 24-hour Maximum Concentration	91.1	74.0	83.8
Number of Days Standard Exceeded			
NAAQS 24-hour (>35 µg/m^3)	—	—	—

Source: All pollutant measurements are from the CARB Aerometric Data Analysis and Management system database (https://www.arb.ca.gov/adam) except for CO, which were retrieved from the CARB Air Quality and Meteorological Information System (https://www.arb.ca.gov/aqmis2/aqdselect.php).
Notes: NAAQS = National Ambient Air Quality Standards; CAAQS = California Ambient Air Quality Standards; ppm = parts per million; µg/m3 = micrograms per cubic meter; – = insufficient data available.
Measurements taken at the Upland Monitoring Station at 1350 San Bernardino Road, Upland CA, 91786 (CARB# 36175)

Sensitive Receptors

Sensitive populations are more susceptible to the effects of air pollution than the general population. Sensitive receptors that are in proximity to localized sources of toxic pollutants are of particular concern. Land uses considered sensitive receptors include residences, schools, playgrounds, childcare centers,

long-term health care facilities, rehabilitation centers, convalescent centers, and retirement homes. The nearest sensitive receptors are the single-family residences located across the street from the Project site, along Euclid Avenue with other nearby residences located surrounding the Project site. The houses directly west of the Project along Euclid Avenue are the nearest receptors to Phase I, approximately 135 feet (41 meters) from the Phase I Project boundary. The nearest sensitive receptor from Phase II of the Project are the houses along Sultana Avenue to the east, approximately 110 feet (34 meters) from Phase II Project boundary.

4.3.3 Regulatory Setting

Ambient air quality standards (AAQS) have been adopted at the state and federal levels for criteria air pollutants. In addition, both the state and federal government regulate the release of TACs. The proposed Project is in the SCAB and is subject to the rules and regulations imposed by the SCAQMD as well as the California AAQS (CAAQS) adopted by CARB and National AAQS (NAAQS) adopted by the United States Environmental Protection Agency (U.S. EPA). Federal, State, regional, and local laws, regulations, plans, or guidelines that are potentially applicable to the proposed Project are summarized in this section.

Federal

Federal Clean Air Act

Air quality is federally protected by the Federal Clean Air Act (FCAA) and its amendments. Under the FCAA, the U.S. EPA developed the primary and secondary NAAQS for the criteria air pollutants including O_3, NO_2, CO, SO_2, PM_{10}, $PM_{2.5}$, and lead (Pb). Proposed projects in or near nonattainment areas could be subject to more stringent air-permitting requirements. The FCAA requires each state to prepare a State Implementation Plan to demonstrate how it will attain the NAAQS within the federally imposed deadlines.

The U.S. EPA can withhold certain transportation funds from states that fail to comply with the planning requirements of the FCAA. If a state fails to correct these planning deficiencies within two years of Federal notification, the U.S. EPA is required to develop a Federal implementation plan for the identified nonattainment area or areas. The provisions of 40 Code of Federal Regulations (CFR) Parts 51 and 93 apply in all nonattainment and maintenance areas for transportation-related criteria pollutants for which the area is designated nonattainment or has a maintenance plan. The U.S. EPA has designated enforcement of air pollution control regulations to the individual states. Applicable federal standards are summarized in ***Table 4.3-3: State and Federal Ambient Air Quality Standards***.

Table 4.3-3: State and Federal Ambient Air Quality Standards

Pollutant	Averaging Time	California Standard[1]	Federal Standard[2]
Ozone (O_3) [2, 5, 7]	1 hour	0.09 ppm	NA
	8 hours	0.070 ppm	0.070 ppm
Carbon Monoxide (CO)	1 hour	20 ppm	35 ppm
	8 hours	9.0 ppm	9 ppm
Nitrogen Dioxide (NO_2)	Annual Arithmetic Mean	0.030 ppm	0.053 ppm
	1 hour	0.18 ppm	0.100 ppm
Sulfur Dioxide (SO_2) [8]	Annual Arithmetic Mean	NA	0.030 ppm
	1 hour	0.25 ppm	0.075 ppm
	24 hours	0.04 ppm	0.14 ppm

Pollutant	Averaging Time	California Standard[1]	Federal Standard[2]
Coarse Particulate Matter (PM_{10}) [1, 3, 6]	Annual Arithmetic Mean	20 µg/m³	NA
	24 hours	50 µg/m³	150 µg/m³
Fine Particulate Matter ($PM_{2.5}$) [3, 4, 6, 9]	Annual Arithmetic Mean	12 µg/m³	12 µg/m³
	24 hours	NA	35 µg/m³
Lead (Pb) [10, 11]	30-Day Average	1.5 µg/m³	NA
	Calendar Quarter	NA	1.5 µg/m³
	Rolling 3-Month Average	NA*	1.5 µg/m³ 0.15 µg/m³
Sulfates (SO_4)	24 hours	25 µg/m³	NA
Hydrogen Sulfide	1 hour	0.03 ppm	NA
Vinyl Chloride [10]	24 hour	0.01 ppm	NA

Source: South Coast Air Quality Management District, Air Quality Management Plan. 2022. California Air Resources Board, Ambient Air Quality Standards. https://ww2.arb.ca.gov/resources/california-ambient-air-quality-standards. (accessed April 2023).
Notes: ppm: parts per million; µg/m3: micrograms per cubic meter

1 California standards for O3, carbon monoxide (except Lake Tahoe), sulfur dioxide (1-hour and 24-hour), nitrogen dioxide, suspended particulate matter - PM_{10}, and visibility reducing particles are values that are not to be exceeded. The standards for sulfates, Lake Tahoe carbon monoxide, lead, hydrogen sulfide, and vinyl chloride are not to be equaled or exceeded. If the standard is for a 1-hour, 8-hour or 24-hour average (i.e., all standards except for lead and the PM_{10} annual standard), then some measurements may be excluded. Measurements are excluded that CARB determines would occur less than once per year on the average. The Lake Tahoe carbon monoxide standard is 6.0 ppm, a level one-half the national standard and two-thirds the State standard.

2 National standards shown are the "primary standards" designed to protect public health. National standards other than for O3, particulates and those based on annual averages are not to be exceeded more than once a year. The 1-hour O_3 standard is attained if, during the most recent three-year period, the average number of days per year with maximum hourly concentrations above the standard is equal to or less than one. The 8-hour O3 standard is attained when the 3-year average of the 4th highest daily concentrations is 0.070 ppm or less. The 24-hour PM_{10} standard is attained when the 3-year average of the 99th percentile of monitored concentrations is less than 150 µg/m³. The 24-hour PM2.5 standard is attained when the 3-year average of 98th percentiles is less than 35 µg/m³.

3 Except for the national particulate standards, annual standards are met if the annual average falls below the standard at every site. The national annual particulate standard for PM_{10} is met if the 3-year average falls below the standard at every site. The annual $PM_{2.5}$ standard is met if the 3-year average of annual averages spatially-averaged across officially designed clusters of sites falls below the standard.
NAAQS are set by the U.S. EPA at levels determined to be protective of public health with an adequate margin of safety.

4 On October 1, 2015, the national 8-hour O_3 primary and secondary standards were lowered from 0.075 to 0.070 ppm. An area will meet the standard if the fourth-highest maximum daily 8-hour O_3 concentration per year, averaged over three years, is equal to or less than 0.070 ppm. U.S. EPA will make recommendations on attainment designations by October 1, 2016, and issue final designations October 1, 2017. Nonattainment areas will have until 2020 to late 2037 to meet the health standard, with attainment dates varying based on the O_3 level in the area.

5 The national 1-hour O_3 standard was revoked by the U.S. EPA on June 15, 2005.

6 In June 2002, CARB established new annual standards for $PM_{2.5}$ and PM_{10}.

7 The 8-hour California O_3 standard was approved by the CARB on April 28, 2005, and became effective on May 17, 2006.

8 On June 2, 2010, the U.S. EPA established a new 1-hour SO_2 standard, effective August 23, 2010, which is based on the 3-year average of the annual 99th percentile of 1-hour daily maximum concentrations. The existing 0.030 ppm annual and 0.14 ppm 24-hour SO_2 NAAQS however must continue to be used until one year following U.S. EPA initial designations of the new 1-hour SO_2 NAAQS.

9 In December 2012, U.S. EPA strengthened the annual $PM_{2.5}$ NAAQS from 15.0 to 12.0 µg/m³. In December 2014, the U.S. EPA issued final area designations for the 2012 primary annual $PM_{2.5}$ NAAQS. Areas designated "unclassifiable/attainment" must continue to take steps to prevent their air quality from deteriorating to unhealthy levels. The effective date of this standard is April 15, 2015.

10 CARB has identified lead and vinyl chloride as 'toxic air contaminants' with no threshold level of exposure below which there are no adverse health effects determined.

11 National lead standard, rolling 3-month average: final rule signed October 15, 2008. Final designations effective December 31, 2011

State of California

California Air Resources Board

CARB administers the air quality policy in California. The CAAQS were established in 1969 pursuant to the Mulford-Carrell Act. These standards, included with the NAAQS in ***Table 4.2-3***, are generally more stringent and apply to more pollutants than the NAAQS. In addition to the criteria pollutants, CAAQS have been established for visibility reducing particulates, hydrogen sulfide, and sulfates.

The California Clean Air Act (CCAA) requires that each local air district prepare and maintain an Air Quality Management Plan (AQMP) to achieve compliance with CAAQS. These AQMPs also serve as the basis for the preparation of the State Implementation Plan for meeting federal clean air standards for the State of

California. Like the U.S. EPA, CARB also designates areas within California as either attainment or nonattainment for each criteria pollutant based on whether the CAAQS have been achieved. Under the CCAA, areas are designated as nonattainment for a pollutant if air quality data shows that a state standard for the pollutant was violated at least once during the previous three calendar years. Exceedances that are affected by highly irregular or infrequent events such as wildfires, volcanoes, etc. are not considered violations of a state standard, and are not used as a basis for designating areas as nonattainment.

Regional

South Coast Air Quality Management District

The SCAQMD is the air pollution control agency for cities and counites within the SCAB, which generally includes all of Orange County and the non-desert portions of Los Angeles, Riverside, and San Bernardino counties. The agency's primary responsibility is ensuring that state and federal ambient air quality standards are attained and maintained in the SCAB. The SCAQMD is also responsible for adopting and enforcing rules and regulations concerning air pollutant sources, issuing permits for stationary sources of air pollutants, inspecting stationary sources of air pollutants, responding to citizen complaints, monitoring ambient air quality and meteorological conditions, awarding grants to reduce motor vehicle emissions, conducting public education campaigns, and many other activities. All projects are subject to SCAQMD rules and regulations in effect at the time of construction.

The SCAQMD is also the lead agency in charge of developing the AQMP, with input from the Southern California Association of Governments (SCAG) and CARB. The AQMP is a comprehensive plan that includes control strategies for stationary and area sources, as well as for on-road and off-road mobile sources. SCAG has the primary responsibility for providing future growth projections and the development and implementation of transportation control measures. CARB, in coordination with federal agencies, provides the control element for mobile sources.

The 2022 AQMP was adopted by the SCAQMD Governing Board on December 2, 2022. The purpose of the AQMP is to set forth a comprehensive and integrated program that would lead the SCAB into compliance with the federal 24-hour $PM_{2.5}$ air quality standard, and to provide an update to the SCAQMD's commitments towards meeting the federal 8-hour O_3 standards. The AQMP incorporates the latest scientific and technological information and planning assumptions, including the SCAG *Regional Transportation Plan/Sustainable Communities Strategy* (RTP/SCS) and updated emission inventory methodologies for various source categories.

The SCAQMD has published the *CEQA Air Quality Handbook* (approved by the SCAQMD Governing Board in 1993 and augmented with guidance for Local Significance Thresholds [LST] in 2008). The SCAQMD guidance helps local government agencies and consultants to develop environmental documents required by California Environmental Quality Act (CEQA) and provides identification of suggested thresholds of significance for criteria pollutants for both construction and operation (see discussion of thresholds below). With the help of the CEQA Air Quality Handbook and associated guidance, local land use planners and consultants are able to analyze and document how proposed and existing projects affect air quality in order to meet the requirements of the CEQA review process. The SCAQMD periodically provides supplemental guidance and updates to the handbook on their website.

SCAG is the regional planning agency for Los Angeles, Orange, Ventura, Riverside, San Bernardino, and Imperial counties and serves as a forum for regional issues relating to transportation, the economy, community development, and the environment. Under federal law, SCAG is designated as a Metropolitan Planning Organization (MPO) and under State law as a Regional Transportation Planning Agency and a Council of Governments.

The State and federal attainment status designations for the SCAB are summarized in ***Table 4.3-4: Attainment Status of Criteria Pollutants in the South Coast Air Basin***. The SCAB is currently designated as a nonattainment area with respect to the State O_3, PM_{10}, and $PM_{2.5}$ standards, as well as the national 8-hour O_3 and $PM_{2.5}$ standards. The SCAB is designated as attainment or unclassified for the remaining state and federal standards.

Table 4.3-4: Attainment Status of Criteria Pollutants in the South Coast Air Basin

Pollutant	State	Federal
Ozone – 1-hour	Nonattainment	Nonattainment
Ozone – 8-hour	Nonattainment	Nonattainment
PM_{10}	Nonattainment	Attainment
$PM_{2.5}$	Nonattainment	Nonattainment
CO	Attainment	Attainment
NO_2	Attainment	Attainment
SO_2	Attainment	Attainment
Lead	Attainment	Nonattainment (Partial)
All others	Attainment/Unclassified	Attainment/Unclassified

Source: South Coast Air Quality Management District. 2022. *2022 Air Quality Management Plan*. http://www.aqmd.gov/home/air-quality/clean-air-plans/air-quality-mgt-plan. (accessed April 2023).

The following is a list of SCAQMD rules that are required of construction activities associated with the Project:

- **Rule 402 (Nuisance)** – This rule prohibits the discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health, or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property. This rule does not apply to odors emanating from agricultural operations necessary for the growing of crops or the raising of fowl or animals.
- **Rule 403 (Fugitive Dust)** – This rule requires fugitive dust sources to implement best available control measures for all sources, and all forms of visible particulate matter are prohibited from crossing any property line. This rule is intended to reduce PM_{10} emissions from any transportation, handling, construction, or storage activity that has the potential to generate fugitive dust. PM_{10} suppression techniques are summarized below.

  a) Portions of a construction site to remain inactive longer than a period of three months will be seeded and watered until grass cover is grown or otherwise stabilized.

  b) All on-site roads will be paved as soon as feasible or watered periodically or chemically stabilized.

c) All material transported off-site will be either sufficiently watered or securely covered to prevent excessive amounts of dust.

d) The area disturbed by clearing, grading, earthmoving, or excavation operations will be minimized at all times.

e) Where vehicles leave a construction site and enter adjacent public streets, the streets will be swept daily or washed down at the end of the workday to remove soil tracked onto the paved surface.

- **Rule 431.2** (**Sulfur Content of Liquid Fuels)** – This rule limits the sulfur content in diesel and other liquid fuels for the purpose of both reducing the formation of sulfur oxides and particulates during combustion and to enable the use of add-on control devices for diesel fueled internal combustion engines.
- **Rule 1113 (Architectural Coatings)** – This rule requires manufacturers, distributors, and end users of architectural and industrial maintenance coatings to reduce ROG emissions from the use of these coatings, primarily by placing limits on the ROG content of various coating categories.
- **Rule 2305 (Warehouse Indirect Source Rule)** - SCAQMD adopted Rule 2305 in May 2021 to reduce emissions associated with warehouses and mobile sources attracted to warehouses. This rule applies to all existing and proposed warehouses over 100,000 square feet located in SCAQMD. Rule 2305 requires warehouse operators to track annual vehicle miles traveled (VMT) associated with truck trips to and from the warehouse. These trip miles are used to calculate the warehouses' WAIRE (Warehouse Actions and Investments to Reduce Emissions) Points Compliance Obligation. WAIRE Points are earned based on emission reduction measures and warehouse operators are required to submit an annual WAIRE Report which includes truck trip data and emission reduction measures. Reduction strategies listed in the WAIRE menu include acquire zero emission (ZE) or near zero emission (NZE) trucks; require ZE/NZE truck visits; require ZE yard trucks; install on-site ZE charging/fueling infrastructure; install onsite energy systems; and install filtration systems in residences, schools, and other buildings in the adjacent community. Warehouse operators that do not earn a sufficient number of WAIRE points to satisfy the WAIRE Points Compliance Obligation are required to pay a mitigation fee. This Project will comply with the adopted Rule 2305 (Warehouse Indirect Source Rule).

Local

City of Ontario General Plan – The Ontario Plan 2050

The Ontario Plan (TOP) 2050 Environmental Resources Element establishes goals for environmental infrastructure and policies that support system integration, resource conservation and regeneration, and energy independence. Included in TOP 2050 is the Policy Plan, which is a framework that would guide the City's future growth through the application of policies and goals. Included in TOP 2050 is the Policy Plan, which is a framework that would guide the City's future growth through the application of policies and goals. The following goals of TOP 2050 relate to visual and scenic resources. The following goals of TOP 2050 relate to air quality.

The following policy contained in the Environmental Resources Element is relevant to the Project:

Environmental Resources Element[1]

Goal ER-4 **Improved indoor and outdoor air quality and reduced locally generated pollutant emissions.**

Policy ER-4.1 **Land Use.** We will reduce greenhouse gas (GHG) and other local pollutant emissions through compact, mixed use, and transit-oriented development and development that improves the regional jobs-housing balance.

Policy ER-4.4 **Indoor Air Quality.** We will comply with State Green Building Codes relative to indoor air quality. We seek funding to improve indoor air quality for households with poor indoor air quality, with priority for lower income households in environmental justice areas.

Policy ER-4.6 **Particulate Matter.** We support efforts to reduce particulate matter to meet State and Federal Clean Air Standards.

Policy ER-4.9 **New Localized Air Pollution Sources Near Existing Sensitive Receptors.** We require new developments to conduct a Health Risk Assessment for land uses that generate more than 100 trucks per day or 40 trucks per day by trucks operating transportation refrigeration units (TRU's) within 1,000 feet from sensitive land uses (California Health and Safety Code Section 42705.5(a)(5)). If the health risk assessment determines the new development poses health hazards that increase the incremental cancer risk above the threshold established by the South Coast Air Quality Management District (AQMD), we will only approve permits upon the condition that adequate mitigation measures are proposed and implemented for potential impacts on the sensitive uses around the site and along the route within Ontario taken by the trucks to and from freeways. We require new developments that must perform a health risk assessment to conduct additional public outreach by sending notifications in multiple languages to all residents living within 500 feet, and encourage hosting a public meeting.

4.3.4 Impact Thresholds and Significance Criteria

According to Appendix G of the CEQA Guidelines, a project would normally have a significant effect on the environment if the project would:

- Conflict with or obstruct implementation of the applicable air quality plan;
- Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard;
- Expose sensitive receptors to substantial pollutant concentrations; or
- Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people.

[1] City of Ontario. 2022. *TOP 2050, Environmental Resources Element*. https://www.ontarioca.gov/about-ontario-ontario-plan-policy-plan/environmental-resources. (accessed April 2023).

South Coast Air Quality Management District Thresholds

The significance criteria established by the SCAQMD may be relied upon to make the above determinations to the SCAQMD, an air quality impact is considered significant if the Project would violate any ambient air quality standard, contribute substantially to an existing or projected air quality violation, or expose sensitive receptors to substantial pollutant concentrations. The SCAQMD has established thresholds of significance for air quality during construction and operational activities of land use development projects, as shown in ***Table 4.3-5: SCAQMD Emissions Thresholds***. SCAQMD's significance threshold for cumulative impacts is the same for project-specific impacts.

Table 4.3-5: SCAQMD Emission Thresholds

Air Pollutant	Construction Phase	Operational Phase
Reactive Organic Gases (ROGs)/Volatile Organic Compounds (VOCs)	75 lbs/day	55 lbs/day
Nitrogen Oxides (NO_X)	100 lbs/day	55 lbs/day
Carbon Monoxide (CO)	550 lbs/day	550 lbs/day
Sulfur Oxides (SO_X)	150 lbs/day	150 lbs/day
Particulates (PM_{10})	150 lbs/day	150 lbs/day
Particulates ($PM_{2.5}$)	55 lbs/day	55 lbs/day

Source: South Coast Air Quality Management District. 2023. *South Coast AQMD Air Quality Significance Thresholds*. https://www.aqmd.gov/docs/default-source/ceqa/handbook/south-coast-aqmd-air-quality-significance-thresholds.pdf?sfvrsn=25. (accessed April 2023).

Localized Carbon Monoxide

In addition to the daily thresholds listed above, development associated with the Project would also be subject to the AAQS. These are addressed through an analysis of localized CO impacts. The significance of localized impacts depends on whether ambient CO levels near the Project site above state and federal CO standards are (the more stringent California standards are 20 ppm for 1-hour and 9 ppm for 8-hour). The SCAB has been designated as attainment under the 1-hour and 8-hour standards.

Localized Significance Thresholds

The SCAQMD has also developed LSTs for emissions of NO_2, CO, PM_{10}, and $PM_{2.5}$ generated at new development sites (off-site mobile source emissions are not included in the LST analysis). LSTs represent the maximum emissions that can be generated at a project without expecting to cause or substantially contribute to an exceedance of the most stringent NAAQS or CAAQS. LSTs are based on the ambient concentrations of that pollutant within the Project source receptor area (SRA), as demarcated by the SCAQMD, and the distance to the nearest sensitive receptor. LST analysis for construction is applicable for all projects that disturb five acres or less on a single day. The proposed Project construction is anticipated to disturb a maximum of four acres in a single day, so the LST applies.

The Project site is located within SCAQMD SRA 33, Southwest San Bernardino Valley Area. ***Table 4.3-6: Local Significance Thresholds for Construction/Operations***, shows the LSTs for a 1-acre, 2-acre, and 5-acre project in SRA 33. The SCAQMD's LST guidance notes that the 25-meter threshold applies to receptors 25 meters away or less. Because the nearest sensitive receptors are located approximately 50 feet (15 meters) from the Project boundary, the thresholds for 25 meters or less are identified in ***Table 4.3-6***.

Table 4.3-6 demonstrates that as the Project size increases, the thresholds for construction and operations emissions also increase.

Table 4.3-6: Local Significance Thresholds for Construction/Operations

Project Size	Threshold (lbs/day)[1]			
	Nitrogen Oxides (NO_X)	Carbon Monoxide (CO)	Coarse Particulates (PM_{10})	Fine Particulates ($PM_{2.5}$)
1 Acre	118/118	863/863	5/2	4/1
2 Acres	170/170	1,232/1,232	6/2	5/2
5 Acres	270/270	2,193/2,193	16/4	9/2

Source: South Coast Air Quality Management District. 2008. *Localized Significance Threshold Methodology*. http://www.aqmd.gov/docs/default-source/ceqa/handbook/localized-significance-thresholds/final-lst-methodology-document.pdf. (accessed April 2023).

Health Risk

Whenever a project would use chemical compounds identified in SCAQMD Rule 1401, on CARB's air toxics list pursuant to Assembly Bill (AB) 1807, or on the U.S. EPA's National Emissions Standards for Hazardous Air Pollutants, an HRA is required by the SCAQMD. ***Table 4.3-7: SCAQMD Toxic Air Contaminants Incremental Risk Thresholds***, lists the SCAQMD's TAC incremental risk thresholds for operation of a project. Projects that do not generate emissions that exceed the values in ***Table 4.3-7*** would not substantially contribute to cumulative air quality hazards or exacerbate an existing environmental hazard.

Table 4.3-7: SCAQMD Toxic Air Contaminants Incremental Risk Thresholds

Contaminants	Risk Threshold
Maximum Incremental Cancer Risk	≥ 10 in 1 million
Cancer Burden (in areas ≥ 1 in 1 million)	> 0.5 excess cancer cases
Hazard Index (project increment)	≥ 1.0

Source: South Coast Air Quality Management District. 2020. *South Coast AQMD Public Notification Procedures for Facilities Under the Air Toxics "Hot Spots" Information and Assessment Act (AB 2588) and Rule 1402, Updated October 2020.* http://www.aqmd.gov/docs/default-source/planning/risk-assessment/ab-2588-facility-prioritization-procedure.pdf?sfvrsn=26. (accessed April 2023).

Under the California Supreme Court's decision in *California Building Industry Association v. Bay Area Air Quality Management District* (2015) 62 Cal.4th 369), where a project will exacerbate an existing environmental hazard, CEQA requires an analysis of the worsened condition on future project residents and the public at large. Projects that do not generate emissions that exceed the values in ***Table 4.3-7*** would not substantially contribute to cumulative air quality hazards or exacerbate an existing environmental hazard. Residential, commercial, office, and institutional uses (such as the hospital land uses) do not use substantial quantities of TACs and typically do not exacerbate existing hazards. Thus, these thresholds are typically applied to new industrial and warehouse projects.

Methodology

This air quality impact analysis considers construction and operational impacts associated with the Project. Where criteria air pollutant quantification was required, emissions were modeled using the California Emissions Estimator Model (CalEEMod; see ***Appendix B1***. CalEEMod is a Statewide land use emissions computer model designed to quantify potential criteria pollutant emissions associated with

both construction and operations from a variety of land use projects. Air quality impacts were assessed according to methodologies recommended by CARB and the SCAQMD.

Construction equipment, trucks, worker vehicles, and ground-disturbing activities associated with Project construction would generate emissions of criteria air pollutants and precursors. Although Project construction would be dependent on market conditions, daily regional construction emissions are estimated by assuming construction occurs at the earliest feasible date. It is assumed that construction would occur from late-2024 to late-2026. This approach is conservative given that emissions factors decrease in future years due to regulatory and technological improvements.

As previously stated in ***Section 3.0: Project Description***, based upon information from the Project applicant, it is assumed an opening year of the Planning Areas 1, 2 (excluding the southwest section of the Project Area), the northwest portions of Planning Areas 3, 4 and 5 (Phase 1 of the Project) would be 2025. The development would include 13 warehousing buildings totaling a maximum buildout of up to 1,000,595 square feet (sf) of business park and office use development. No specific development proposals have been identified for the remaining portions of Planning Areas 2 and 3 (Phase 2 of the Project), which would allow approximately 466 multi-family dwelling units, an additional 163,600 sf industrial warehouse, 10,250 sf retail space, and 20,000 sf of restaurant use. For purposes of this analysis, construction of Phase 1 of the Project is not anticipated to overlap with the construction of Phase 2 of the Project as there are still no proposals for this portion of the Project. The operations for buildout of the entire development is anticipated to begin in 2026. Air quality modeling was conservatively done based on this maximum buildout.

The Project would result in emissions of area sources (consumer products), energy sources (natural gas usage and offsite electricity generation), and mobile sources (motor vehicles from Project-generated vehicle trips). Project-generated increases in operational emissions would be predominantly associated with motor vehicle use. The Project vehicle trip generation was obtained from the Project's Traffic Analysis Study (***Appendix I1: Traffic Analysis***), which includes 7,938 total daily passenger car vehicle trips and 882 daily truck trips. Other operational emissions from area, energy, and stationary sources were quantified in CalEEMod based on land use activity data.

As discussed under *Section 4.3.4: Impact Thresholds and Significant Criteria*, the SCAQMD provides significance thresholds for emissions associated with proposed Project construction and operations. The proposed Project's construction and operational emissions are compared to the daily criteria pollutant emissions significance thresholds in order to determine the significance of a Project's impact on regional air quality.

The localized effects from the Project's on-site emissions were evaluated in accordance with the SCAQMD's Localized Significance Threshold (LST) Methodology, which uses on-site mass emissions rate look-up tables and Project-specific modeling. LSTs represent the maximum emissions from a project that are not expected to cause or contribute to an exceedance of the most stringent applicable federal or state ambient air quality standards and are developed based on the ambient concentrations of that pollutant for each source receptor area and distance to the nearest sensitive receptor.

Risk and hazard assessment for cancer risk and non-cancer hazards are based on OEHHA methodology. Residential inhalation cancer risk from annual average DPM concentrations are calculated by multiplying the daily inhalation dose, cancer potency factor, age sensitivity factor (ASF), frequency of time spent at home, and exposure duration divided by averaging time, yielding the excess cancer risk. Chronic non-cancer impacts are calculated by dividing the annual average concentration by the reference exposure level (REL) for that substance. The REL is defined as the concentration at which no adverse non-cancer health effects are anticipated. Acute non-cancer hazards is evaluated by comparing the maximum short-term exposure level to an acute REL. RELs are designed to protect sensitive individuals within the population.

4.3.5 Plans, Programs, and Policies

PPP AIR-1 New buildings are required to achieve the current California Building Energy Efficiency Standards (Title 24, Part 6) and California Green Building Standards Code (CALGreen) (Title 24, Part 11). The 2022 Building Energy Efficiency Standards became Effective January 1, 2023. The Building Energy Efficiency Standards and CALGreen are updated triennially with a goal to achieve zero net energy for residential buildings and nonresidential buildings in the future.

PPP AIR-2 New buildings are required to adhere to the California Green Building Standards Code (CALGreen) requirement to provide bicycle parking for new non-residential buildings, or meet local bicycle parking ordinances, whichever is stricter (CALGreen Section 5.106.4.1, 14.106.4.1, and Section 5.106.4.1.2).

PPP AIR-3 Construction activities will be conducted in compliance with 13 California Code of Regulations (CCR) Section 2499, which requires that nonessential idling of construction equipment is restricted to five minutes or less.

PPP AIR-4 Construction activities will be conducted in compliance with any applicable SCAQMD rules and regulations, including but not limited to the following:

- Rule 403, Fugitive Dust, for controlling fugitive dust and avoiding nuisance.
- Rule 402, Nuisance, which states that a project shall not "discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property."
- Rule 1113, which limits the volatile organic compound content of architectural coatings.

PPP AIR-5 Heavy duty tractors and trailers (i.e., trucks that are 53-foot or longer) must use U.S. EPA SmartWay certified tractors and trailers or retrofit their existing fleet with SmartWay verified technologies in accordance with CARB's Heavy-Duty (Tractor-Trailer) GHG Regulation. Owners are responsible for replacing or retrofitting their affected vehicles with compliant aerodynamic technologies and low rolling resistance

tires. Sleeper cab tractors model year 2011 and later must be SmartWay certified. All other tractors must use SmartWay verified low rolling resistance tires. Trailers must have low rolling resistance tires and aerodynamic devices.

PPP AIR-6 The medium-duty and heavy-duty vehicle engines are required to comply with the U.S. EPA's GHG and fuel efficiency standards. The federal and California Phase 1 standards took effect with model year 2014 tractors, vocational vehicles, and heavy-duty pick-up trucks and vans and the engines powering such vehicles (the Phase 1 standards excludes trailers). The federal Phase 2 standards cover model years 2018-2027 for certain trailers and model years 2021-2027 for semi-trucks and large pick-up trucks, vans and all types and sizes of buses and work trucks. California is aligned with the federal Phase 2 standards in structure, timing, and stringency, but with some minor California differences. The California Phase 2 regulations became effective April 1, 2019.

PPP AIR-7 All existing and proposed warehouses over 100,000 square feet located in SCAQMD are required to track annual VMT associated with truck trips to and from the warehouse. These trip miles are used to calculate the warehouses' WAIRE Points Compliance Obligation and warehouse operators are required to submit an annual WAIRE Report which includes truck trip data and emission reduction measures. WAIRE Points are earned based on emission reduction measures and warehouse operators that do not earn a sufficient number of WAIRE points to satisfy the WAIRE Points Compliance Obligation are required to pay a mitigation fee.

4.3.6 Impacts and Mitigation Measures

The following impact analysis addresses thresholds of significance. The applicable thresholds are identified in brackets after the impact statement.

Impact 4.3-1 ***Would the Project conflict with or obstruct implementation of the applicable air quality plan?***

Level of Significance: Significant and Unavoidable Impact

As part of its enforcement responsibilities, the U.S. EPA requires each state with nonattainment areas to prepare and submit a State Implementation Plan (SIP) that demonstrates the means to attain the federal standards. The SIP must integrate federal, state, and local plan components and regulations to identify specific measures to reduce pollution in nonattainment areas, using a combination of performance standards and market-based programs. Similarly, under State law, the CCAA requires an air quality attainment plan to be prepared for areas designated as nonattainment regarding the state and federal ambient air quality standards. Air quality attainment plans outline emissions limits and control measures to achieve and maintain these standards by the earliest practical date.

The project site is located within the SCAB, which is under the jurisdiction of the SCAQMD. The SCAQMD is required, pursuant to the FCAA, to reduce emissions of criteria pollutants for which the SCAB is in nonattainment. To reduce such emissions, the SCAQMD adopted the 2016 and 2022 AQMPs (AQMPs).

The AQMPs establish a program of rules and regulations directed at reducing air pollutant emissions and achieving State (California) and national air quality standards. The AQMPs are a regional and multi-agency effort including the SCAQMD, the CARB, the SCAG, and the U.S. EPA. The AQMPs pollutant control strategies are based on the latest scientific and technical information and planning assumptions, including SCAG's RTP/SCS, updated emission inventory methodologies for various source categories, and SCAG's latest growth forecasts. SCAG's latest growth forecasts were defined in consultation with local governments and with reference to local general plans. The Project is subject to the SCAQMD's AQMPs.

Criteria for determining consistency with the AQMP are defined by the following indicators:

- **Consistency Criterion No. 1**: The Project will not result in an increase in the frequency or severity of existing air quality violations, or cause or contribute to new violations, or delay the timely attainment of air quality standards or the interim emissions reductions specified in the AQMP.
- **Consistency Criterion No. 2**: The Project will not exceed the assumptions in the AQMP or increments based on the years of the Project build-out phase.

According to the SCAQMD's *CEQA Air Quality Handbook*, the purpose of the consistency finding is to determine if a project is inconsistent with the assumptions and objectives of the regional air quality plans, and thus if it would interfere with the region's ability to comply with CAAQS and NAAQS. Consistency with both Criterion No. 1 and Criterion No. 2 would result in a less than significant impact.

Consistency Criterion No. 1 refers to CAAQS and NAAQS emission standards. If the Project does not exceed emission standards it would not contribute to an existing air quality violation. Consistency Criterion No. 2 refers to AQMP emission assumptions based on SCAG's latest growth forecasts. If the Project proposes land uses consistent with SCAG's growth forecast or land uses that would generate less emissions than those identified in SCAG's growth forecast, then the Project would not exceed the AQMP assumptions.

Project Buildout (Phase I + Phase II)

Consistency Criterion No. 1

As shown in ***Table 4.3-8: Construction-Related Emissions***, the Project (Phase I) would not exceed construction emission standards with **MM AQ-1**. As shown in ***Table 4.3-10*** (Phase II) would not exceed construction emissions standards with MM AQ-1. However, the combined Project (Phase I and Phase II) operational emissions would exceed the operational standard for ROG and NO_X despite the implementation of all feasible mitigation, as shown in ***Table 4.3-12: Project Buildout – Total Maximum Daily Operational Emissions***. **MM AQ-2** through **MM AQ-7** are included to reduce operation emissions to the greatest amount feasible. However, even with mitigation, operational emissions would remain above the SCAQMD threshold. Therefore, the Project would potentially contribute to an existing air quality violation. Thus, the Project is not consistent with the first criterion.

Project Buildout (Phase I + Phase II)

Consistency Criterion No. 2

The AQMP contains air pollutant reduction strategies based on SCAG's latest growth forecasts, and SCAG's growth forecasts were defined in consultation with local governments and with reference to local general plans. The Project would not result in a change of land use designations reflected in the AQMP. Therefore, the Project is assumed to generate emissions reflected within the current 2022 AQMP regional emissions inventory for the SCAB and is considered to be consistent with the AQMP.

The Project's operational emissions would result in air pollutant emissions that exceed SCAQMD's operational emission thresholds. Although feasible mitigation would reduce emissions levels they would remain significant and would contribute to the nonattainment designations in the SCAB. Therefore, the Project would be inconsistent with the AQMP, resulting in a significant and unavoidable impact despite the implementation of all feasible mitigation.

In addition, in accordance with SCAQMD Rule 2305 (refer to SCAQMD under *Section 3.4: Regulatory Setting*) the Project operator would be required to pay a mitigation fee if the Project does not generate enough WAIRE Points. The Project operator may be required to implement additional emission reduction strategies. Conservatively, this analysis does not take credit for these potential reductions. Compliance with proposed Rule 2305 may reduce emissions below what is currently analyzed.

Mitigation Measures

Refer to **MM AQ-1** through **AQ-7** (refer to Impact Threshold 4.3-2, below).

Impact 4.3-2 ***Would the proposed project, result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard? [Threshold AQ-2]***

Level of Significance: Significant and Unavoidable Impact

Construction associated with the Project would generate short-term emissions of criteria air pollutants. The criteria pollutants of primary concern within the Project area include O_3-precursor pollutants (i.e., ROG and NO_X), PM_{10}, and $PM_{2.5}$. Construction-generated emissions are short term and of temporary duration, but would be considered a significant air quality impact if the volume of pollutants generated exceeds the SCAQMD's thresholds of significance.

Construction results in the temporary generation of emissions resulting from site grading, road paving, motor vehicle exhaust associated with construction equipment and worker trips, and the movement of construction equipment, especially on unpaved surfaces. Emissions of airborne particulate matter are largely dependent on the amount of ground disturbance associated with site preparation activities as well as weather conditions and the appropriate application of water.

Operational emissions from the Project would be associated with area sources, energy sources, mobile sources (i.e., motor vehicle use), and off-road emissions cargo handling equipment. Emissions from these categories are discussed below.

- **Area Source Emissions.** Area source emissions would be generated due to consumer products, on-site equipment, architectural coating, and landscaping.

- **Energy Source Emissions.** Energy source emissions would be generated due to electricity and natural gas usage associated with the Project. Primary uses of electricity and natural gas by the Project would be for miscellaneous warehouse equipment, space heating and cooling, water heating, ventilation, lighting, appliances, and electronics.
- **Mobile Source Emissions.** Mobile sources are emissions from motor vehicles, including tailpipe and evaporative emissions. Depending upon the pollutant being discussed, the potential air quality impact may be of either regional or local concern. For example, ROG, NO_X, PM_{10}, and $PM_{2.5}$ are all pollutants of regional concern. NO_X and ROG react with sunlight to form O_3, known as photochemical smog. Additionally, wind currents readily transport PM_{10} and $PM_{2.5}$. However, CO tends to be a localized pollutant, dispersing rapidly at the source.

  Project-generated vehicle emissions are based on the trip generation within the Project Traffic Analysis and incorporated into CalEEMod as recommended by the SCAQMD. Per the Project Traffic Analysis, the Project would generate 8,820 daily trips at buildout, which includes 7,938 passenger cars and 882 trucks. For modeling purposes, all truck trips were assumed to be 33.2 miles, one way.
- **Off-Road Emissions.** Operational off-road emissions would be generated by off-road equipment used during operational activities. For this Project it was assumed that the Project buildout would employ 23 forklifts based on surveys conducted for the SCAQMD High Cube Warehouse Truck Trip Study White Paper. This paper found that on average, warehouses would employ 0.12 pallet jacks and forklifts per thousand square feet of warehouse area. However, because this number includes unpowered pallet jacks which do not generate emissions, the number of forklifts was estimated to be 0.02 forklifts per thousand square feet of warehouse area.

Specific Plan – Phase I

Construction

Construction activities associated with Phase I of the Project are estimated to be completed within approximately 18 months. Construction-generated emissions associated with the Project were calculated using the CARB-approved CalEEMod computer program, which is designed to model emissions for land use development projects, based on typical construction requirements. Phase 1 of the Project would require demolition (2023), site preparation (2023), grading (2023 - 2024), paving (2024), and building construction (2024 - 2025). Typical construction equipment assumed by CalEEMod include industrial saws, excavators, and dozers for demolition; dozers and tractors for site preparation; excavators, graders, dozers, scrapers and tractors for grading; cranes, forklifts, generators, tractors, and welders for construction; pavers, paving equipment, and rollers for paving. See ***Appendix B1*** for more information regarding the construction assumptions used in this analysis. Predicted maximum daily construction-generated emissions for the Project are summarized in ***Table 4.3-8: Phase I - Maximum Daily Construction-Related Emissions***.

Table 4.3-8: Phase I – Maximum Daily Construction-Related Emissions

Construction Year	Maximum Pounds Per Day					
	Reactive Organic Gases (ROG)	Nitrogen Oxides (NO_x)	Carbon Monoxide (CO)	Sulfur Dioxide (SO_2)	Coarse Particulate Matter (PM_{10})	Fine Particulate Matter ($PM_{2.5}$)
Unmitigated Emissions[1]						
Year 2023	4.04	39.80	37.10	0.06	7.14	4.34
Year 2024	9.43	62.60	85.90	0.14	12.30	4.99
Year 2025	3.20	17.90	48.80	0.06	7.40	2.15
SCAQMD Threshold	*75*	*100*	*550*	*150*	*55*	*150*
Exceed SCAQMD Threshold?	**No**	**No**	**No**	**No**	**No**	**No**

1. SCAQMD Rule 403 Fugitive Dust applied. The Rule 403 reduction/credits include the following: properly maintain mobile and other construction equipment; water exposed surfaces three times daily; and limit speeds on unpaved roads to 15 miles per hour. Reductions percentages from the SCAQMD CEQA Handbook (Tables XI-A through XI-E) were applied. No mitigation was applied to construction equipment. Refer to ***Appendix B1*** for Model Data Outputs.
2. Mitigation includes the incorporation of MM AQ-1 and MM AQ-8. MM AQ-1 requires the use of "Super-Compliant" low VOC paints. MM AQ-8 requires off-road equipment 50 horsepower or greater to meet CARB Tier 4 Final standards. MM AQ-1 and MM AQ-8 are not required to reduce construction related criteria pollutants for Phase I. Therefore, the emission reductions have not been included in ***Table 4.3-8*** for informational purposes.

Source: CalEEMod version 2022.1. Refer to ***Appendix B1*** for model outputs.

Fugitive dust emissions may have a substantial, temporary impact on local air quality. In addition, fugitive dust may be a nuisance to those living and working in the Project vicinity. Uncontrolled dust from construction can become a nuisance and potential health hazard to those living and working nearby. SCAQMD Rules 402 and 403 (prohibition of nuisances, watering of inactive and perimeter areas, track out requirements, etc.), are applicable to the Project and were applied in CalEEMod to minimize fugitive dust emissions. Regulatory Requirement **(RR) AQ-1** requires the implementation of Rule 402 and 403 dust control techniques to minimize PM_{10} and $PM_{2.5}$ concentrations. While impacts would be considered less than significant, the Project would be subject to SCAQMD Rules for reducing fugitive dust, described in the Regulatory Framework subsection above and identified in Standard Condition (SC) AQ-1 below.

Table 4.3-8 shows that unmitigated construction emissions would not exceed the SCAQMD criteria pollutant thresholds. Therefore, construction emissions related to Phase I of the Project would be less than significant.

Operations

Long-term operational emissions attributable to the Project are summarized in ***Table 4.3-9: Phase I – Maximum Daily Operation Emissions***. Primary sources of operational criteria pollutants are from motor vehicle use and area sources.

- **Area Source Emissions and Energy Source Emissions.** Area source emissions and energy source emissions are based on land use and the area of the buildings. Phase I air quality modeling is based on 809,217 square feet of unrefrigerated warehouse (see Mitigation Measure MM AQ-7), 191,378 square feet of industrial business park, and approximately 1,568,160 square feet of trailer parking and parking lot.
- **Mobile Source Emissions.** Project-generated vehicle emissions are based on the trip generation within the Project Traffic Impact Analysis (see ***Appendix I***) and incorporated into CalEEMod as recommended by the SCAQMD. Per the Project Traffic Impact Analysis, Phase I of the Project

would generate a total of 2,267 daily trips; 1,484 passenger vehicle trips from employees and 783 trips from trucks (2-axle, 3-axle, and 4+ axle delivery trucks) (***Appendix I***).

- **Off-Road Equipment Emissions**. Modeling assumed 20 forklifts, each operating twelve hours per day loading and unloading goods. Off-road emissions also include four hostler/yard truck, each operating twelve hours per day moving trailers.

Table 4.3-9: Phase I - Maximum Daily Operation Emissions

Sources	Pollutants (pounds per day)[1]					
	VOC	NOX	CO	SO_2	PM_{10}	$PM_{2.5}$
Unmitigated Emissions						
Area	31.30	0.37	43.5	0.00	0.06	0.08
Energy	0.30	5.54	4.66	0.03	0.42	0.42
Mobile	7.06	73.71	99.00	0.77	17.98	4.67
Off-Road Equipment	6.44	46.39	404.50	0.10	1.60	1.43
Generators	23.63	65.97	60.19	0.11	3.47	3.47
Maximum Daily Emissions	68.73	191.98	611.85	1.01	23.53	10.07
SCAQMD Threshold	55	55	550	150	150	55
Exceeds Threshold	**Yes**	**Yes**	**Yes**	No	No	No
Mitigated Emissions						
Area	28.90	0.37	43.5	0.00	0.06	0.08
Energy	0.30	5.54	4.66	0.03	0.42	0.42
Mobile	7.06	73.71	99.00	0.77	17.98	4.67
Off-Road Equipment	0.00	0.00	0.00	0.00	0.00	0.00
Generators	23.63	65.97	60.19	0.11	3.47	3.47
Maximum Daily Emissions	59.89	145.59	207.35	0.91	21.93	8.64
SCAQMD Threshold	55	55	550	150	150	55
Exceeds Threshold	**Yes**	**Yes**	No	No	No	No

Source: CalEEMod, Version 2022.1. Based on trip generation information provided by Urban Crossroads (***Appendix I***).
Notes: Highest winter or summer. Emissions totals may not equal 100 percent due to rounding. **Bold** = Exceedance.

As noted above, ***Table 4.2-9*** shows that unmitigated Phase I operational emissions would exceed the SCAQMD thresholds for ROGs, NO_X, and CO, and mitigation measures would be required to reduce emissions to the maximum extent feasible. The majority of the Project's VOC emissions are from consumer products. For analytical purposes, consumer products include cleaning supplies, aerosols, and other consumer products.[2] The Project could require limitations on the use of VOC emitting products through lease or property agreements. However, this mitigation is not feasible as it would be it would be difficult to enforce. As such, the Project Applicant cannot meaningfully control the use of consumer products by future building users via mitigation. On this basis, it is concluded that Project operational-source VOC emissions cannot be reduced below the SCAQMD threshold.

The majority of the Project's NO_X emissions are from mobile sources. **MM AQ-3** and **MM AQ-4**, within the control of the City to enforce, would be required to reduce emissions to the maximum extent feasible; however, emissions of motor vehicles are controlled by State and Federal standards and neither the City

[2] California Air Pollution Control Officers Association (CAPCOA), *California Emissions Estimator Model User's Guide*, 2017.

nor the Project has control over these standards. Federal and State agencies regulate and enforce vehicle emission standards.

Further, the City while the City has considered a prohibition on trucks with certain emissions-levels from entering the property that are otherwise permitted to operate in California and access other properties in the City, region, and State, but has rejected such a mitigation measure as infeasible. This because, even if the City were to apply such a restriction, a) it could not legally bar vehicles from driving down public streets to the Project and b) would cause warehouse operators using older truck fleets to travel to other facilities in the SCAB where the restriction does not apply, thereby resulting in no improvement to regional air quality. Based on data from CARB, most heavy-duty trucks entering the Project site would meet or exceed 2010 model year emission standards when Phase I becomes fully operational in 2025, as all trucks are required to meet or exceed such standards by 2023. Specifically, according to CARB EMFAC inventories, approximately 50 percent of all instate heavy-duty trucks met the 2010 engine standard in 2019, 59 percent in 2020, and 62 percent in 2021. Additionally, 65 percent and 90 percent of trucks are projected to meet the 2010 engine standard in 2022 and 2023 respectively.[3] Finally, CARB is addressing emissions from heavy duty vehicles through various regulatory programs including lower emission standards, restrictions on idling, the use of post-combustion filter and catalyst equipment, and retrofits for diesel truck fleets. These programs are expected to result in significant reductions in ROG, NOx, PM_{10}, $PM_{2.5}$, and CO emissions as they are fully implemented in the future, however this EIR, conservatively, does not assume any of these reductions will occur.

MM AQ-2 through **MM AQ-7** have been identified to reduce operational emissions. **MM AQ-2** requires that all cargo handling equipment used on a daily basis (yard trucks/hostlers, forklifts, etc.) be electric. **MM AQ-3** requires the implementation of a Transportation Demand Management (TDM) program to reduce single occupant vehicle trips and encourage transit. **MM AQ-4** requires the buildings to be designed to accommodate electric vehicle (EV) infrastructure, and **MM AQ-5** prohibits idling when engines are not in use. **MM AQ-7** prohibits refrigerated warehouse space/cold storage. Additionally, **SC AQ-9** through **SC AQ-11** would provide designated parking to promote the use of alternative fuels and clean fleets, facilitate future installation of EV supply equipment, and limit idling times. ***Table 4.3-9*** shows that despite the implementation of **MM AQ-2** through **MM AQ-5** and **MM AQ-7**, operational emissions of ROG and NO_x would remain above the SCAQMD's thresholds; therefore, impacts would be significant and unavoidable.

Specific Plan – Phase II Future Development Areas

Construction

The duration of construction activities associated with Phase II of the Project were modeled to last approximately 18 months. The exact construction timeline is unknown; however, to be conservative, earliest dates possible were utilized in the modeling (assumed June 2, 2025. This approach is conservative given that emissions factors decrease in future years due to regulatory and technological improvements and fleet turnover. Construction-generated emissions associated the Project were calculated using the

[3] California Air Resources Board. 2017. *EMFAC2017, An Update to California On-Road Mobile Source Emissions Inventory*. Available at: https://ww2.arb.ca.gov/our-work/programs/mobile-source-emissions-inventory/msei-modeling-tools-emfac-software-and. (accessed April 2023).

CARB-approved CalEEMod computer program, which is designed to model emissions for land use development projects, based on typical construction requirements. See ***Appendix B1*** for more information regarding the construction assumptions used in this analysis. Predicted maximum daily construction-generated emissions for the Project are summarized in ***Table 4.3-10: Phase II – Maximum Daily Construction-Related Emissions***.

Table 4.3-10: Phase II - Maximum Daily Construction-Related Emissions

Construction Year	Pollutants (pounds per day)[1, 2]					
	VOC	NOX	CO	SO_2	PM_{10}	$PM_{2.5}$
Unmitigated Emissions						
Year 2025	3.39	31.70	46.90	0.06	21.30	11.40
Year 2026	206	14.50	44.4	0.04	6.55	1.85
Maximum Daily Emissions	206	31.70	46.90	0.06	21.30	11.40
SCAQMD Regional Construction Threshold	75	100	550	150	150	55
Significant?	**Yes**	No	No	No	No	No
Mitigated Emissions						
Year 2025	3.39	31.70	46.90	0.06	21.30	11.40
Year 2026	31.90	14.50	44.40	0.04	6.55	1.85
Maximum Daily Emissions	31.90	14.50	46.90	0.06	21.30	11.40
SCAQMD Regional Construction Threshold	75	100	550	150	150	55
Significant?	No	No	No	No	No	No

Source: CalEEMod Version 2022.1
Notes: Emissions totals may not equal 100 percent due to rounding. **Bold** = Exceedance
[1] Construction assumptions were based on CalEEMod defaults, which are based on construction surveys conducted by SCAQMD of construction equipment.
[2] Includes implementation of fugitive dust control measures required by SCAQMD under Rule 403 (SC AQ-1), including watering disturbed areas three times per day, reducing speed limit to 15 miles per hour on unpaved surfaces, and street sweeping.

Fugitive dust emissions may have a substantial, temporary impact on local air quality. In addition, fugitive dust may be a nuisance to those living and working in the Project vicinity. Uncontrolled dust from construction can become a nuisance and potential health hazard to those living and working nearby. SCAQMD Rules 402 and 403 (prohibition of nuisances, watering of inactive and perimeter areas, track out requirements, etc.), are applicable to the Project and were applied in CalEEMod to minimize fugitive dust emissions. RR AQ-1 requires the implementation of Rule 402 and 403 dust control techniques to minimize PM_{10} and $PM_{2.5}$ concentrations.

As shown in ***Table 4.3-10***, unmitigated Phase II construction emissions would exceed the SCAQMD threshold for the ozone precursor VOC. The majority of these emissions are generated during the architectural coatings phase of construction which use VOC emitting paints. The VOC exceedance occurs during the painting phase of construction. Low VOC paint must be used during the painting phase to reduce impacts. **MM AQ-1** is required to reduce maximum daily VOC emissions below the SCAQMD threshold. **MM AQ-1** requires the Project to use "Super-Compliant" low VOC paints. Implementation of **MM AQ-1** will reduce Phase II construction impacts to less than significant.

Operations

Long-term operational emissions attributable to the Project are summarized in ***Table 4.3-11: Phase II – Maximum Daily Operation Emissions***. Primary sources of operational criteria pollutants are from motor vehicle use and area sources.

- **Area Source Emissions and Energy Source Emissions**. Area source emissions and energy source emissions are based on land use and the area of the buildings. Phase II air quality modeling is based on 466 dwelling unit apartments, 163,600 square feet of unrefrigerated warehouse, 10,225 square feet of strip mall, 10,000 square foot of Fast Food Restaurant with Drive Thru, 10,000 square foot of Fast Food Restaurant without Drive Thru, and 487,872 square feet of parking lot.
- **Mobile Source Emissions.** Project-generated vehicle emissions are based on default CalEEMod assumptions for all land uses apart from the unrefrigerated warehouse. Per the Project Traffic Analysis, all land uses apart from the unrefrigerated warehouse in Phase II of the Project would generate a total of 6,272 daily trips. The unrefrigerated warehouse would generate 181 daily passenger vehicle trips and 99 daily truck trips.

Off-Road Equipment Emissions. Modeling for Phase II of the Project assumed three forklifts, each operating twelve hours per day loading and unloading goods. Off-road emissions also include one hostler/yard truck operating twelve hours per day moving trailers.

Table 4.3-11: Phase II - Maximum Daily Operation Emissions

Sources	Pollutants (pounds per day)[1]					
	VOC	NOX	CO	SO_2	PM_{10}	$PM_{2.5}$
Unmitigated Emissions						
Area	16.50	0.32	34.90	0.00	0.02	0.03
Energy	0.16	2.76	1.78	0.05	0.22	0.22
Mobile	23.95	30.72	219.49	0.63	21.30	4.25
Off-Road Equipment	1.41	9.68	98.19	0.02	0.31	0.27
Maximum Daily Emissions	42.02	43.48	354.36	0.70	21.85	4.77
SCAQMD Threshold	55	55	550	150	150	55
Exceeds Threshold	No	No	No	No	No	No
Mitigated Emissions						
Area	16.50	0.32	34.90	0.00	0.02	0.03
Energy	0.16	2.76	1.78	0.05	0.22	0.22
Mobile	23.95	30.72	219.49	0.63	21.30	4.25
Off-Road Equipment	0.00	0.00	0.00	0.00	0.00	0.00
Maximum Daily Emissions	40.61	33.80	256.17	0.68	21.54	4.50
SCAQMD Threshold	55	55	550	150	150	55
Exceeds Threshold	No	No	No	No	No	No

Source: CalEEMod, Version 2022.1. Based on trip generation information provided by Urban Crossroads (***Appendix I***).
Notes: Highest winter or summer. Emissions totals may not equal 100 percent due to rounding. **Bold** = Exceedance.

As noted above, ***Table 4.3-11*** shows that Phase II unmitigated operational emissions would not exceed the SCAQMD thresholds. **MM AQ-2** through **MM AQ-7** have been identified to reduce operational emissions for Phase I of the Project and would also be implemented for Phase II of the Project. **MM AQ-2** requires that all cargo handling equipment used on a daily basis (yard trucks/hostlers, forklifts, etc.) be electric. **MM AQ-3** requires the implementation of a Transportation Demand Management (TDM)

program to reduce single occupant vehicle trips and encourage transit. **MM AQ-4** requires the buildings to be designed to accommodate electric vehicle (EV) infrastructure, **MM AQ-5** prohibits idling when engines are not in use, and **MM AQ-6** prohibits the installation of wood-burning and natural gas devices. **MM AQ-7** prohibits refrigerated warehouse space/cold storage. Additionally, **SC AQ-9** through **SC AQ-11** would provide designated parking to promote the use of alternative fuels and clean fleets, facilitate future installation of EV supply equipment, and limit idling times. ***Table 4.3-10: Mitigated Operational Emissions*** shows that with the mitigation, emissions related Phase II of the project would be further below SCAQMD thresholds; therefore, Phase II operational impacts would be less than significant.

Project Buildout (Phase I + Phase II)

Operations

Long-term operational emissions attributable to the total Project are summarized in ***Table 4.3-12: Project Buildout (Phase I and Phase II) – Maximum Daily Operation Emissions***.

- **Area Source Emissions and Energy Source Emissions**. Area source emissions and energy source emissions are based on land use and the area of the buildings. Project buildout (Phase I and Phase II) air quality modeling is based on a total of 191,378 square feet of business park, 972,817 square feet of unrefrigerated warehouse, 10,225 square feet of strip mall, 10,000 square feet of Fast Food Restaurant with Drive Thru, 10,000 square feet of Fast Food Restaurant without Drive Thru, 466 Apartments, and 2,047,320 square feet of trailer parking and parking lot (see ***Appendix I***).
- **Mobile Source Emissions.** Total combined project-generated vehicle emissions are based on the trip generation within the Project Traffic Impact Analysis and incorporated into CalEEMod as recommended by the SCAQMD. Per the Project Traffic Analysis (see ***Appendix I***), at Project buildout the entire Project would generate a total of 8,820 daily trips (10 percent trucks).
- **Off-Road Equipment Emissions**. The entire Project would employ a total of 23 forklifts (20 for Phase I and 3 for Phase II), each operating twelve hours per day and 5 hostlers/yard trucks (4 for Phase I and 1 for Phase II), each operating twelve hours per day.

Table 4.3-12: Project Buildout – Total Maximum Daily Operation Emissions

Sources	Pollutants (pounds per day)					
	VOC	NOX	CO	SO_2	PM_{10}	$PM_{2.5}$
Unmitigated Emissions						
Maximum Daily Emissions for Phase I Only	68.73	191.98	611.85	1.01	23.53	10.07
Maximum Daily Emissions for Phase II Only	42.02	43.48	354.36	0.70	21.85	4.77
Total Maximum Daily Emissions (Phase I + Phase II)	**110.75**	**235.46**	**966.21**	1.71	45.38	14.84
SCAQMD Threshold	55	55	550	150	150	55
Exceeds Threshold	**Yes**	**Yes**	**Yes**	No	No	No
Mitigated Emissions						
Maximum Daily Emissions for Phase I Only	59.89	145.59	207.35	0.91	21.93	8.64
Maximum Daily Emissions for Phase II Only	40.61	33.80	256.17	0.68	21.54	4.50
Total Maximum Daily Emissions (Phase I + Phase II)	**100.50**	**179.39**	463.52	1.59	43.47	13.14
SCAQMD Threshold	55	55	550	150	150	55
Exceeds Threshold	**Yes**	**Yes**	No	No	No	No

Sources	Pollutants (pounds per day)					
	VOC	NOX	CO	SO_2	PM_{10}	$PM_{2.5}$
Source: CalEEMod, Version 2022.1. Based on trip generation information provided by Urban Crossroads (***Appendix I***). Notes: Highest winter or summer. Emissions totals may not equal 100 percent due to rounding. **Bold** = Exceedance.						

As indicated in ***Table 4.3-12***, total operation emissions for Project at buildout would exceed SCAQMD thresholds for VOC and NO_X. As mentioned previously, the majority of the Project's VOC emissions are from consumer products and cannot be reduced below the SCAQMD threshold with mitigation. Even with the implementation of lease or property agreements, enforceability of the mitigation would not be feasible. The majority of NO_X emissions are from mobile sources. **MM AQ-2** through **MM AQ-7** have been identified to reduce operational emissions. **MM AQ-2** requires that all cargo handling equipment used on a daily basis (yard trucks/hostlers, forklifts, etc.) be electric. **MM AQ-3** requires the implementation of a Transportation Demand Management (TDM) program to reduce single occupant vehicle trips and encourage transit. **MM AQ-4** requires the buildings to be designed to accommodate electric vehicle (EV) infrastructure, **MM AQ-5** prohibits idling when engines are not in use, and **MM AQ-6** prohibits the installation of wood-burning and natural gas devices. **MM AQ-7** prohibits refrigerated warehouse space/cold storage. Additionally, **SC AQ-9** through **SC AQ-11** would provide designated parking to promote the use of alternative fuels and clean fleets, facilitate future installation of EV supply equipment, and limit idling times. ***Table 4.3-10: Mitigated Operational Emissions*** shows that despite the implementation of **MM AQ-2** through **MM AQ-7**, operational emissions of NO_x would remain above the SCAQMD's thresholds; therefore, impacts would be significant and unavoidable.

Conclusion

As shown in ***Table 4.3-8***, ***Table 4.3-9***, ***Table 4.3-10***, ***Table 4.3-11***, and ***Table 4.3-12***; construction and operation of the Project would result in air pollutant emissions that exceed SCAQMD's emission thresholds. The implementation of SC AQ-1 and **MMs AQ-1** through **AQ-7** would reduce Project emissions by the greatest amount feasible; however, operation related Project emissions would remain significant and would potentially contribute to the O_3, NO_2, PM_{10}, and $PM_{2.5}$ nonattainment designations of the SCAB. Therefore, the Project would result in a significant and unavoidable impact.

In addition, SCAQMD Rule 2305 requires the Project operator to directly reduce NO_X and particulate matter emissions or to otherwise facilitate emission and exposure reductions of these pollutants in nearby communities. Alternatively, warehouse operators can choose to pay a mitigation fee. Funds from the mitigation fee would be used to incentivize the purchase of cleaner trucks and charging/fueling infrastructure in communities nearby.

Warehouse owners and operators are required to earn WAIRE points each year. WAIRE points are a menu-based system earned by emission reduction measures. Warehouse operators are required to submit an annual WAIRE Report which includes truck trip data and emission reduction measures. WAIRE points can be earned by completing actions from a menu that can include acquiring and using natural gas, NZE and/or ZE on-road trucks, zero-emission cargo handling equipment, solar panels or zero-emission charging and fueling infrastructure, or other options. Therefore, the Project operator would be required to implement additional emission reduction strategies. Compliance with SCAQMD Rule 2305 would reduce emissions

below what is currently analyzed. Conservatively, this analysis does not take credit for these potential reductions.

Regulatory Requirements

RR AQ-1 Prior to the issuance of grading permits, the City Engineer shall confirm that the Grading Plan, Building Plans and Specifications require all construction contractors to comply with South Coast Air Quality Management District's (SCAQMD's) Rules 402 and 403 to minimize construction emissions of dust and particulates. The measures include, but are not limited to, the following:

- Portions of a construction site to remain inactive longer than a period of three months will be seeded and watered until grass cover is grown or otherwise stabilized.
- All on-site roads will be paved as soon as feasible or watered periodically or chemically stabilized.
- All material transported off-site will be either sufficiently watered or securely covered to prevent excessive amounts of dust.
- The area disturbed by clearing, grading, earthmoving, or excavation operations will be minimized at all times.
- Where vehicles leave a construction site and enter adjacent public streets, the streets will be swept daily or washed down at the end of the workday to remove soil tracked onto the paved surface.

RR AQ-2 Pursuant to SCAQMD Rule 1113, the Project Applicant shall require by contract specifications that the interior and exterior architectural coatings (paint and primer including parking lot paint) products used would have a volatile organic compound rating of 50 grams per liter or less.

RR AQ-3 Require construction equipment to turn off when not in use per Title 13 of the California Code of Regulations, Section 2449.

RR AQ-4 In accordance with California Title 24 Standards, buildings will be designed to have 15 percent of the roof area "solar ready" that will structurally accommodate later installation of rooftop solar panels. If future building operators pursue providing rooftop solar panels, they will submit plans for solar panels prior to occupancy.

RR AQ-5 Install water-efficient irrigation systems and devices, such as soil moisture-based irrigation controls and sensors for landscaping according to the City's Landscape Development Guidelines.

RR AQ-6 Design buildings to be water-efficient. Install water-efficient fixtures in accordance with Section 5.303 of the California Green Building Standards Code Part 11.

RR AQ-7 Recycle and/or salvage for reuse a minimum of 65 percent of the nonhazardous construction and demolition waste in accordance with Section 5.408.1 of the California Green Building Standards Code Part 11.

RR AQ-8 Provide storage areas for recyclables and green waste and adequate recycling containers located in readily accessible areas in accordance with Section 5.410.1 of the California Green Building Standards Code Part 11.

RR AQ-9 Provide designated parking for any combination of low-emitting, fuel efficient and carpool/vanpool vehicles. At least eight percent of the total parking spaces are required to be designated in accordance with Section 5.106.5.2, Designated Parking for Clean Air Vehicles, of the California Green Building Standards Code Part 11.

RR AQ-10 Provide at least six percent of the total parking spaces to facilitate future installation of electric vehicle supply equipment in accordance with Section 5.106.5.3.2, Multiple Charging Space Requirements, of the California Green Building Standards Code Part 11.

RR AQ-11 Limit idling time for commercial vehicles to no more than five minutes per Title 13 of the California Code of Regulations, Section 2485.

Mitigation Measures

MM AQ-1 The Project shall utilize "Super-Compliant" low VOC paints which have been reformulated to exceed the regulatory VOC limits (i.e., have a lower VOC content than what is required) put forth by SCAQMD's Rule 1113 for all architectural coatings. Super-Compliant low VOC paints shall be no more than 10g/L of VOC. Prior to issuance of a building permit, the Ontario Building and Safety Department shall confirm that plans specify that all architectural coatings will be super-compliant low VOC paints.

MM AQ-2 Only electric-powered off-road equipment (e.g., yard trucks/hostlers, forklifts, indoor material handling equipment, etc.) shall be utilized onsite for daily warehouse and business operations. The Project developer/facility owner shall disclose this requirement to all tenants/business entities prior to the signing of any lease agreement. In addition, the limitation to use only electric-powered off-road equipment shall be included in all leasing agreements.

Prior to issuance of a Business License for a new tenant/business entity, the Project developer/facility owner and tenant/business entity shall provide to the City of Ontario Planning Department and Business License Department a signed document (verification document) noting that the Project development/facility owner has disclosed to the tenant/business entity the requirement to use only electric-powered equipment for daily operations. This verification document shall be signed by authorized agents for the Project developer/facility owner and tenant/business entities. In addition, if applicable, the tenant/business entity shall provide documentation (e.g., purchase or rental agreement) to the City of Ontario Planning

Department and Business License Department to verify, to the City's satisfaction, that any off-road equipment utilized will be electric-powered.

Prior to the issuance of building permits, the City of Ontario Building Department shall confirm that if emergency generators are proposed, the Project applicant shall explore non-diesel options. If non-diesel generators are determined to not be feasible due commercial availability or the energy requirements of the project, the Project applicant shall provide written justification to be approved by the City's Building Department.

MM AQ-3 Prior to issuance of occupancy permits, the Project operator shall prepare and submit a Transportation Demand Management (TDM) program detailing strategies that would reduce the use of single occupant vehicles by employees by increasing the number of trips by walking, bicycle, carpool, vanpool and transit. The TDM shall include, but is not limited to the following:

- Provide a transportation information center and on-site TDM coordinator to educate residents, employers, employees, and visitors of surrounding transportation options;
- Promote bicycling and walking through design features such as showers for employees, self-service bicycle repair area, etc. around the Project site;
- Provide on-site car share amenities for employees who make only occasional use of a vehicle, as well as others who would like occasional access to a vehicle of a different type than they use day-to-day;
- Promote and support carpool/vanpool/rideshare use through parking incentives and administrative support, such as ride-matching service; and
- Incorporate incentives for using alternative travel modes, such as preferential load/unload areas or convenient designated parking spaces for carpool/vanpool users.

MM AQ-4 Prior to the issuance of a building permit, the Planning Department shall confirm that the Project is designed to include the following:

- The buildings' electrical room shall be sufficiently sized to hold additional panels that may be needed to supply power for the future installation of electric vehicle (EV) truck charging stations on the site. Conduit should be installed from the electrical room to tractor trailer parking spaces in a logical location(s) on the site determined by the Project Applicant during construction document plan check, for the purpose of accommodating the future installation of EV truck charging stations at such time this technology becomes commercially available and the buildings are being served by trucks with electric-powered engines.

MM AQ-5 All truck access gates and loading docks within the Project site shall have a sign posted that states:

- Truck drivers shall turn off engines when not in use.

- Truck drivers shall shut down the engine after five minutes of continuous idling operation (pursuant to Title 13 of the California Code of Regulations, Section 2485). Once the vehicle is stopped, the transmission is set to "neutral" or "park," and the parking brake is engaged.
- Telephone numbers of the building facilities manager and CARB to report violations.
- Truck travel is restricted to truck routes identified in Figure M-04 of the Mobility Element in TOP 2050.

In addition, signage shall be installed to direct trucks to the appropriate designated truck routes.

MM AQ-6 The installation of wood-burning and natural gas equipment shall be prohibited. The purpose of this measure is to limit emissions of ROG, CO, particulate matter, and visible emissions from wood-burning and natural gas devices used for primary heat, supplemental heat, or ambiance. This prohibition shall be noted on the deed and/or lease agreements for future property owners/tenants to obey.

MM AQ-7 The installation of cold storage logistics (warehouse) space is prohibited. Should cold storage logistics (warehouse) space be considered in the future, a separate discretionary approval would be required.

Impact 4.3-3 ***Would the proposed project expose sensitive receptors to substantial pollutant concentrations?***

Level of Significance: Less Than Significant with Mitigation Incorporated

Specific Plan – Phase I

Construction LST

To identify impacts to sensitive receptors, the SCAQMD recommends addressing LSTs for construction. LSTs were developed in response to SCAQMD Governing Boards' Environmental Justice Enhancement Initiative (I-4). The SCAQMD provided the *Final Localized Significance Threshold Methodology* (dated June 2003 [revised 2008]) for guidance. The LST methodology assists lead agencies in analyzing localized impacts associated with Project-specific emissions.

Since CalEEMod calculates construction emissions based on the number of equipment hours and the maximum daily soil disturbance activity possible for each piece of equipment, equipment-specific grading rates are used to determine the maximum daily disturbed acreage for comparison to LSTs. Based on CalEEMod modeling, construction of Phase I and Phase II would use the same number of and types of equipment, therefore ***Table 4.3-13: Equipment-Specific Grading Rates***, is used to determine the maximum daily disturbed acreage for comparison to LSTs. The appropriate SRA for the localized significance thresholds is the Southwest San Bernardino Valley Area (SRA 33) since this area includes the Project. LSTs apply to CO, NO_2, PM_{10}, and $PM_{2.5}$. Based on ***Table 4.3-13***, Project construction is anticipated to disturb a maximum of 4.0 acres in a single day.

Table 4.3-13: Equipment-Specific Grading Rates

Construction Phase	Equipment Type	Equipment Quantity	Acres Graded per 8-Hour Day	Operating Hours per Day	Acres Graded per Day
Grading	Tractors	2	0.5	8	1.0
	Graders	1	0.5	8	0.5
	Dozers	1	0.5	8	0.5
	Scrapers	2	1.0	8	2.0
				Total Acres Graded per Day	**4.0**

Sources: CalEEMod version 2022.1. Refer to ***Appendix B1*** for model outputs.

The SCAQMD produced look-up tables to provide thresholds for projects based on area disturbed and the distance from sensitive receptors.

The SCAQMD's methodology states that "off-site mobile emissions from the Project should not be included in the emissions compared to LSTs." Therefore, only emissions included in the CalEEMod "on-site" emissions outputs were considered. The nearest sensitive receptor to Phase I is a single-family residence located 135 feet (41 meters) west of the Project. Therefore, LSTs for receptors located at 39 meters were interpolated and utilized for this analysis. ***Table 4.3-14: Phase I –Localized Significance of Construction Emissions***, presents the results of localized emissions during each construction phase. In addition, construction and paving emissions were combined since these phases are anticipated to overlap. Because LST emissions do not include VOCs, construction **MM AQ-1** was not included when calculating construction LST. ***Table 4.3-14*** shows that emissions of these pollutants on the peak day of construction would not result in significant concentrations of pollutants at nearby sensitive receptors. Significant impacts would not occur concerning LSTs during construction.

Table 4.3-14: Phase I — Localized Significance of Construction Emissions

Construction Activity	Maximum Pounds Per Day			
	Nitrogen Oxides (NO_x)	Carbon Monoxide (CO)	Coarse Particulate Matter (PM_{10})	Fine Particulate Matter ($PM_{2.5}$)
Demolition[1]	27.30	23.50	3.71	1.48
Site Preparation	39.70	35.50	6.92	4.29
Grading	37.30	31.40	3.98	2.42
Building Construction	11.20	13.10	0.50	0.46
Paving	7.81	10.00	0.39	0.36
Building Construction and Paving Combined[2]	19.01	23.10	0.89	0.82
SCAQMD Localized Screening Threshold (adjusted for 4.0 acres at 41 meters)	*257*	*2,345*	*30*	*10*
Exceed SCAQMD Threshold?	**No**	**No**	**No**	**No**

1. Includes particulate matter from crushing debris, EPA AP-42 Section 11.19.2. Refer to ***Appendix B1*** for Model Data Outputs.
2. Building Construction and Paving overlap. Therefore, construction emissions are combined to show worst case daily emissions.

Source: CalEEMod version 2022.1. Refer to ***Appendix B1*** for model outputs.

Operational LST

Operational emissions are based on CalEEMod operational outputs and conservatively includes all on-site Project-related stationary sources, and on-site off-road equipment (forklifts and hostler/yard trucks). In addition, a portion of mobile sources are included to capture on-site vehicle emissions including idling trucks. Based on Project site plans, it was assumed that each vehicle would drive a maximum of one mile

on-site (0.5 miles when entering and 0.5 miles when leaving), for a total of 2,548 miles driven on site. In CalEEMod, each passenger car is assumed to drive 25 miles and each truck is assumed to drive 33.2 miles for a total of 70,932 daily miles. Because 2,548 on-site miles is 3.6 percent of the total 70,932 daily miles, on-site mobile emissions are assumed to be four percent of the total mobile emissions. The Phase I operational localized emissions shown in ***Table 4.3-15: Phase I – Localized Significance of Operational Emissions***, indicates that Phase I mitigated emissions would not exceed thresholds with the exception of $PM_{2.5}$.

Table 4.3-15: Phase I — Localized Significance of Operational Emissions

Activity	Maximum Pounds Per Day			
	Nitrogen Oxides (NO_x)	Carbon Monoxide (CO)	Coarse Particulate Matter (PM_{10})	Fine Particulate Matter ($PM_{2.5}$)
Unmitigated Emissions				
On-Site and Mobile Source Emissions[1]	121.22	546.01	6.27	**5.59**
SCAQMD Localized Screening Threshold (adjusted for 4 acres at 39 meters)	*257*	*2,345*	*7*	*2*
Exceed SCAQMD Threshold?	**No**	**No**	**No**	**Yes**
Mitigated Emissions				
On-Site and Mobile Source Emissions[1,2]	74.83	141.51	4.67	**4.16**
SCAQMD Localized Screening Threshold (adjusted for 4 acres at 41 meters)	*257*	*2,345*	*7*	*2*
Exceed SCAQMD Threshold?	**No**	**No**	**No**	**Yes**

1. Includes all on-site and four percent of mobile source emissions.
2. Includes MM AQ-2 through MM AQ-6
Source: CalEEMod version 2022.1 Refer to ***Appendix B1*** for model outputs.

As shown above, Phase I operational emissions generated on-site by the Project would exceed the threshold for $PM_{2.5}$. Therefore, $PM_{2.5}$ dispersion modeling has been conducted to determine if Project Phase I operations would result in significant $PM_{2.5}$ concentrations at nearby sensitive receptors in accordance with SCAQMD LST methodology. Localized $PM_{2.5}$ construction emissions were estimated using the U.S. EPA AERMOD dispersion model to determine the worst-case $PM_{2.5}$ concentrations (see ***Appendix B3*** for LST modeling results). AERMOD is a steady-state, multiple-source, Gaussian dispersion model designed for use with emission sources situated in terrain where ground elevations can exceed the stack heights of the emission sources. AERMOD requires hourly meteorological data consisting of wind vector, wind speed, temperature, stability class, and mixing height. ***Table 4.3-16*** shows on-site operational $PM_{2.5}$ emissions would not exceed the SCAQMD's 24-hour average $PM_{2.5}$ operational standard.[4] Therefore, the Project would result in a less than significant localized operational impact.

Table 4.3-16: Phase I — Operational Dispersion Modeling

Emissions Source	$PM_{2.5}$ (24-hour) ($\mu g/m^3$)
Phase I Mitigated Operations	**0.003**
Threshold[1]	**2.5**
Threshold Exceeded?	**No**

1. The $PM_{2.5}$ threshold is from South Coast Air Quality Management District, *Air Quality Significance Thresholds*, April 2019. The $PM_{2.5}$ threshold is an incremental threshold; therefore, the incremental concentration without background is compared to the threshold.

[4] South Coast Air Quality Management District, *Air Quality Significance Thresholds*, April 2019.

Criteria Pollutant Health Impacts

In December 2018, in the case of *Sierra Club v. County of Fresno* (2018) 6 Cal.5th 502, California Supreme Court held that an EIR's air quality analysis must meaningfully connect the identified air quality impacts to the human health consequences of those impacts, or meaningfully explain why that analysis cannot be provided. As noted in the *Brief* of Amicus Curiae by the SCAQMD in the Friant Ranch case (April 6, 2015, Appendix 10.1), SCAQMD has among the most sophisticated air quality modeling and health impact evaluation capability of any of the air districts in the State, and thus it is uniquely situated to express an opinion on how lead agencies should correlate air quality impacts with specific health outcomes.

The SCAQMD discusses that it may be infeasible to quantify health risks caused by projects similar to the proposed Project, due to many factors. It is necessary to have data regarding the sources and types of air toxic contaminants, location of emission points, velocity of emissions, the meteorology and topography of the area, and the location of receptors (worker and residence). The *Brief* states that it may not be feasible to perform a health risk assessment for airborne toxics that will be emitted by a generic industrial building that was built on "speculation" (i.e., without knowing the future tenant[s]). Even where a health risk assessment can be prepared, however, the resulting maximum health risk value is only a calculation of risk—it does not necessarily mean anyone will contract cancer as a result of the Project. The *Brief* also cites the author of the CARB methodology, which reported that a $PM_{2.5}$ methodology is not suited for small projects and may yield unreliable results. Similarly, SCAQMD staff does not currently know of a way to accurately quantify O_3-related health impacts caused by NO_X or VOC emissions from relatively small projects, due to photochemistry and regional model limitations. The *Brief* concludes, with respect to the Friant Ranch EIR, that although it may have been technically possible to plug the data into a methodology, the results would not have been reliable or meaningful.

The SCAQMD has set its CEQA significance thresholds based on the FCAA, which defines a major stationary source (in extreme O_3 nonattainment areas such as the SCAB) as emitting 10 tons per year. The thresholds correlate with the trigger levels for the federal New Source Review (NSR) Program and SCAQMD Rule 1303 for new or modified sources. The NSR Program[5] was created by the FCAA to ensure that stationary sources of air pollution are constructed or modified in a manner that is consistent with attainment of health-based NAAQS. The NAAQS establish the levels of air quality necessary, with an adequate margin of safety, to protect the public health. Therefore, projects that do not exceed the SCAQMD's LSTs and mass emissions thresholds would not violate any air quality standards or contribute substantially to an existing or projected air quality violation and no criteria pollutant health impacts.

NO_X and ROG are precursor emissions that form O_3 in the atmosphere in the presence of sunlight where the pollutants undergo complex chemical reactions. It takes time and the influence of meteorological conditions for these reactions to occur, so O_3 may be formed at a distance downwind from the sources. Breathing ground-level O_3 can result in health effects that include reduced lung function, inflammation of airways, throat irritation, pain, burning, or discomfort in the chest when taking a deep breath, chest tightness, wheezing, or shortness of breath. In addition to these effects, evidence from observational studies strongly indicates that higher daily O_3 concentrations are associated with increased asthma

[5] Code of Federal Regulation (CFR) [i.e. PSD (40 CFR 52.21, 40 CFR 51.166, 40 CFR 51.165 (b)), Non-attainment NSR (40 CFR 52.24, 40 CFR 51.165, 40 CFR part 51, Appendix S)

attacks, increased hospital admissions, increased daily mortality, and other markers of morbidity. The consistency and coherence of the evidence for effects upon asthmatics suggests that O_3 can make asthma symptoms worse and can increase sensitivity to asthma triggers.

According to the SCAQMD's 2022 AQMP, O_3, NO_X, and ROG have been decreasing in the SCAB since 1975 and are projected to continue to decrease in the future. Although VMT in the SCAB continue to increase, NO_X and ROG levels are decreasing because of the mandated controls on motor vehicles and the replacement of older polluting vehicles with lower-emitting vehicles. NO_X emissions from electric utilities have also decreased due to the use of cleaner fuels and renewable energy. In addition, since NO_X emissions also lead to the formation of $PM_{2.5}$, the NO_X reductions needed to meet the O_3 standards will likewise lead to the improvement of $PM_{2.5}$ levels and attainment of $PM_{2.5}$ standards.

The SCAQMD's air quality modeling demonstrates that NO_X reductions prove to be much more effective in reducing O_3 levels than VOCs and will also lead to significant improvement in $PM_{2.5}$ concentrations. NO_X-emitting stationary sources regulated by the SCAQMD include Regional Clean Air Incentives Market (RECLAIM) facilities (e.g., refineries, power plants, etc.), natural gas combustion equipment (e.g., boilers, heaters, engines, burners, flares), and other combustion sources that burn wood or propane. The 2016 AQMP identifies robust NO_X reductions from new regulations on RECLAIM facilities, non-refinery flares, commercial cooking, and residential and commercial appliances. Such combustion sources are already heavily regulated with the lowest NO_X emissions levels achievable but there are opportunities to require and accelerate replacement with cleaner ZE alternatives, such as residential and commercial furnaces, pool heaters, and backup power equipment. The AQMD plans to achieve such replacements through a combination of regulations and incentives. Technology-forcing regulations can drive development and commercialization of clean technologies, with future year requirements for new or existing equipment. Incentives can then accelerate deployment and enhance public acceptability of new technologies.

As previously discussed, localized effects of on-site Project emissions on nearby receptors for the Project would be less than significant with mitigation (refer to ***Table 4.3-14*** through ***Table 4.3-16***). The LSTs represent the maximum emissions from a project that are not expected to cause or contribute to an exceedance of the most stringent applicable NAAQS or CAAQS. The LSTs were developed by the SCAQMD based on the ambient concentrations of that pollutant for each SRA and distance to the nearest sensitive receptor. The AAQS establish the levels of air quality necessary, with an adequate margin of safety, to protect public health, including protecting the health of sensitive populations. However, as discussed above, neither the SCAQMD nor any other air district currently have methodologies that would provide Lead Agencies and CEQA practitioners with a consistent, reliable, and meaningful analysis to correlate specific health impacts that may result from a proposed project's mass emissions. Information on health impacts related to exposure to O_3 and particulate matter emissions published by the U.S. EPA and CARB have been summarized above and discussed in the Regulatory Setting section. Health studies are used by these agencies to set the NAAQS and CAAQS.

Ozone concentrations are dependent upon a variety of complex factors, including the presence of sunlight and precursor pollutants, natural topography, nearby structures that cause building downwash, atmospheric stability, and wind patterns. Because of the complexities of predicting ground-level O3 concentrations in relation to the NAAQS and CAAQS, none of the health-related information can be

directly correlated to the pounds/day or tons/year of emissions estimated from a single, proposed project. It should also be noted that this analysis identifies health concerns related to particulate matter, CO, O3, and NO2. Table 4.3-1 includes a list of criteria pollutants and summarizes common sources and effects. Thus, this analysis is reasonable and intended to foster informed decision making.

Carbon Monoxide Hotspots

An analysis of CO "hot spots" is needed to determine whether the change in the level of service of an intersection resulting from the Project would have the potential to result in exceedances of the CAAQS or NAAQS. It has long been recognized that CO exceedances are caused by vehicular emissions, primarily when vehicles are idling at intersections. Vehicle emissions standards have become increasingly stringent in the last 20 years. Currently, the CO standard in California is a maximum of 3.4 grams per mile for passenger cars (requirements for certain vehicles are more stringent). With the turnover of older vehicles, introduction of cleaner fuels, and implementation of control technology on industrial facilities, CO concentrations have steadily declined. Accordingly, with the steadily decreasing CO emissions from vehicles, even very busy intersections do not result in exceedances of the CO standard.

The SCAB was re-designated as attainment for CO in 2007 and is no longer addressed in the SCAQMD's AQMP. The 2003 AQMP is the most recent version that addressed CO concentrations. As part of the SCAQMD *CO Hotspot Analysis*, the Wilshire Boulevard and Veteran Avenue intersection, one of the most congested intersections in southern California with an average daily traffic (ADT) volume of approximately 100,000 vehicles per day, was modeled for CO concentrations. This modeling effort identified a CO concentration high of 4.6 ppm, which is well below the 35-ppm Federal standard. The Project considered herein would not produce the volume of traffic required to generate a CO hot spot in the context of SCAQMD's *CO Hotspot Analysis*. As the CO hotspots were not experienced at the Wilshire Boulevard and Veteran Avenue intersection even as it accommodates 100,000 vehicles daily, it can be reasonably inferred that CO hotspots would not be experienced at any vicinity intersections resulting from 2,267 additional vehicle trips attributable to the Phase I of the Project. Therefore, impacts would be less than significant.

Construction-Related Diesel Particulate Matter

Project construction would result in the generation of DPM emissions from the use of required off-road diesel equipment required. The amount to which the receptors are exposed (a function of concentration and duration of exposure) is the primary factor used to determine health risk (i.e., potential exposure to TAC emission levels that exceed applicable standards). Health-related risks associated with diesel-exhaust emissions are primarily linked to long-term exposure and the associated risk of contracting cancer.

The use of diesel-powered construction equipment would be temporary and episodic. The duration of exposure would be short and exhaust from construction equipment dissipates rapidly. Current models and methodologies for conducting health risk assessments are associated with longer-term exposure periods of 9, 30, and 70 years, which do not correlate well with the temporary and highly variable nature of construction activities. The California Office of Environmental Health Hazard Assessment (OEHHA) has not identified short-term health effects from DPM. Construction is temporary and would be transient throughout the site (i.e., move from location to location) and would not generate emissions in a fixed

location for extended periods of time which would limit the exposure of any proximate individual sensitive receptor to TACs.

Additionally, construction is subject to and would comply with California regulations (e.g., Title 13, CCR, Sections 2485 and 2449), which reduce DPM and criteria pollutant emissions from in-use off-road diesel-fueled vehicles and limit the idling of heavy-duty construction equipment to no more than five minutes. These regulations would further reduce nearby sensitive receptors' exposure to temporary and variable DPM emissions.

An HRA was conducted based on the SCAQMD's Health Risk Assessment Guidance for Analyzing Cancer Risks from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis and the SCAQMD Risk Assessment Procedures and the guidance from OEHHA. Construction-related activities would result in Project-generated emissions of DPM from the exhaust of off-road, heavy-duty diesel equipment for site preparation (e.g., clearing, grading); paving; application of architectural coatings; on-road truck travel; and other miscellaneous activities. For construction activity, DPM is the primary TAC of concern. On-road diesel-powered haul trucks traveling to and from the construction area to deliver materials and equipment are less of a concern because they would not stay on the site for long durations. Diesel exhaust from construction equipment operating at the site poses a health risk to nearby sensitive receptors.

PM_{10} construction emissions rates in grams per second were calculated from the total annual on-site exhaust emissions reported in CalEEMod during construction. Maximum (worst case) PM_{10} exhaust construction emissions over the entire construction period were used in AERMOD, a U.S. EPA-approved dispersion model, to approximate construction DPM emissions. Risk levels were calculated based on the California OEHHA guidance document, *Air Toxics Hot Spots Program Risk Assessment Guidelines* (February 2015). SCAQMD's threshold for cancer risk is 10-in-one-million and the acute or chronic noncancer hazard index is one. Projects that do not exceed these thresholds would not result in a significant impact.

The construction phase HRA was conducted for the Phase I (see ***Appendix B2*** for HRA modeling results). Results of the assessment indicate that the highest unmitigated cancer risk would be 12-in-one-million near the residence at the southeast corner of Edison Avenue and Sultana Avenue, which exceeds the SCAQMD threshold of 10-in-one-million. Therefore, **MM AQ-8**, requiring the use of Tier 4 construction equipment is required to reduce the cancer risk. With **MM AQ-8** the cancer risk would be reduced to 1-in-one-million which is below the SCAQMD threshold of 10-in-one-million. With the implementation of **MM AQ-8** non-cancer hazards for DPM would be below SCAQMD threshold of 1.0, with a chronic hazard index computed at 0.0006. Therefore, construction risk levels would be less than SCAQMD thresholds and impacts would be less than significant.

Operational Diesel Particulate Matter

An operational phase HRA was also conducted for this Project. Analysis included both on-site and off-site impacts from the diesel trucks accessing the warehouse development on nearby residential and worker receptors.

Vehicle DPM emissions were estimated using PM_{10} emission factors generated with CARB's On-Road Motor Vehicle Emission Inventory Model (EMFAC) 2021. EMFAC is a mathematical model that was developed to calculate emission rates from motor vehicles that operate on highways, freeways, and local roads in California and is commonly used by CARB to project changes in future emissions from on-road mobile sources. EMFAC incorporates regional motor vehicle data, information and estimates regarding the distribution of VMT by speed, and number of starts per day.

For this Project, annual average tailpipe PM_{10} emission factors were generated by running EMFAC for vehicles in the SCAQMD within the South Coast portion of San Bernardino County. EMFAC generates emission factors in terms of grams of pollutant emitted per vehicle activity and can calculate a matrix of emission factors at specific values of vehicle speed, temperature, and relative humidity. Truck emissions were based on the first possible year of operations for a fleet mix of various aged vehicles, as opposed to average emissions over a 30-year window. Trucks were assumed to travel at a speed of 45 miles per hour (mph) along Schaefer Avenue, Edison Avenue, Sultana Avenue, and Euclid Avenue and 15 mph for on-site truck travel.

Air dispersion modeling was performed using the U.S. EPA AERMOD dispersion model. AERMOD is a steady-state, multiple-source, Gaussian dispersion model designed for use with emission sources situated in terrain where ground elevations can exceed the stack heights of the emission sources. AERMOD requires hourly meteorological data consisting of wind vector, wind speed, temperature, stability class, and mixing height. Uniform Cartesian receptors were used to evaluate the locations of the maximally exposed sensitive receptors. Surface and upper air meteorological data from the Chino Airport Monitoring Station provided by the SCAQMD was selected as being the most representative meteorology. In addition, National Elevation Dataset (NED) terrain data was imported into AERMOD for the Project. The modeling and analysis were prepared in accordance with the SCAQMD Modeling Guidance for AERMOD.[6]

Idling emissions were represented in the model via line volume sources along each loading dock and 15 minutes of idling[7] for each truck was assumed. Truck travel emissions were represented in the model via line volume sources along local roads and inside the facility where the trucks are expected to travel. Trucking routes were determined per the Traffic Analysis Study (***Appendix I1***) conducted for the proposed Project.

Note that the concentration estimate developed using this methodology is conservative and is not a specific prediction of the actual concentrations that would occur at the Project site at any one point in time. Actual one-hour and annual average concentrations are dependent on many variables, particularly the number and type of vehicles and equipment operating at specific distances during time periods of adverse meteorology.

[6] South Coast Air Quality Management District. 2023. *SCAQMD Modeling Guidance for AERMOD.* http://www.aqmd.gov/home/air-quality/meteorological-data/modeling-guidance. (accessed March 2023).

[7] An idling time of 15 minutes per truck has been used per SCAQMD recommendations. Although the Project is required to comply with CARB's idling limit of 5 minutes, the SCAQMD recommends the on-site idling emissions should be estimated for 15 minutes of truck idling, which would take into account on-site idling that occurs while the trucks are waiting to pull up to the truck bays, idling at the bays, idling at check-in and check-out, etc.

A health risk computation was performed to determine the risk of developing an excess cancer risk calculated on a 30-year exposure scenario using CARB's Risk Assessment Standalone Tool (RAST). Health risks were analyzed at the point of maximum impact and are a conservative estimate. The pollutant concentrations are then used to estimate the long-term cancer health risk to an individual as well as the non-cancer chronic health index. SCAQMD's threshold for cancer risk is ten-in-one-million and the chronic noncancer hazard index is one. Projects that do not exceed these thresholds would not result in a significant impact.

The cancer and chronic health risks are based on the annual average concentration of PM_{10} (used as a proxy for DPM). It should be noted that there is no acute reference exposure level (REL) for DPM and acute health risk cannot be calculated. The chronic and carcinogenic health risk calculations are based on the standardized equations contained in the U.S. EPA Human Health Evaluation Manual (1991) and the OEHHA Guidance Manual (2015).

Based on the AERMOD outputs, the highest unmitigated annual average diesel PM_{10} emission concentrations from diesel truck traffic and offroad diesel equipment near sensitive receptors located near the northeast corner of Schaefer Avenue and Sultana Avenue would be 0.1426 $\mu g/m^3$. The calculations conservatively assume no cleaner technology with lower emissions in future years. The highest calculated carcinogenic risk resulting from Phase I operations at off-site sensitive receptors is 80 per million, which exceed SCAQMD's threshold of 10 in one million. The highest unmitigated concentrations at future on-site sensitive receptors would be 0.1076 $\mu g/m^3$, with a carcinogenic risk of 60 in one million. Therefore, **MM AQ-2** through **MM AQ-5** and **MM AQ-7**are required to reduce impacts. Implementation of operational mitigation measures reduces the diesel exhaust PM_{10} concentrations at the northeast corner of Schaefer Avenue and Sultana Avenue to 0.0010 $\mu g/m^3$. As such, the mitigated carcinogenic risk at the northeast corner of Schaefer Avenue and Sultana Avenue would be reduced to 0.57 in one million. Sensitive receptors located near the southeast corner of Edison Avenue and Sultana Avenue would be exposed to the highest mitigated PM_{10} concentrations of 0.0018 $\mu g/m^3$, with a mitigated carcinogenic risk of 1.01 in one million. Future on-site sensitive receptors would be exposed to mitigated concentrations of 0.021 $\mu g/m^3$, with a carcinogenic risk of 0.57 in one million. Impacts would be less than significant.

Chronic impacts were also evaluated in the HRA. A chronic hazard index of 1.0 is considered individually significant. The hazard index is calculated by dividing the chronic exposure by the REL. After incorporating operational **MM AQ-2** through **MM AQ-5** and **MM AQ-7**, the highest maximum chronic hazard index associated with DPM emissions from Phase I operations would be 0.0004 at the southeast corner of Edison Avenue and Sultana Avenue and 0.0002 at future on-site sensitive receptors. As a result, non-carcinogenic hazards are calculated to be within acceptable limits. Therefore, impacts would be less than significant with mitigation.

Specific Plan – Phase II Future Development Areas

Construction LST

The SCAQMD's methodology states that "off-site mobile emissions from the Project should not be included in the emissions compared to LSTs." Therefore, only emissions included in the CalEEMod "on-

site" emissions outputs were considered. The nearest sensitive receptors to Phase II is a single-family residence located 110 feet (33 meters) east of the Project. Therefore, LSTs for receptors located at 33 meters were utilized for this analysis. ***Table 4.3-17: Phase II – Unmitigated Localized Significance of Construction Emissions***, presents the results of localized emissions during each construction phase. Because LST emissions do not include VOCs, **MM AQ-1** was not included when calculating construction LST. ***Table 4.3-17*** shows that emissions of these pollutants on the peak day of construction would not result in significant concentrations of pollutants at nearby sensitive receptors. Significant impacts would not occur concerning LSTs during construction.

Table 4.3-17: Phase II – Unmitigated Localized Significance of Construction Emissions

Construction Activity	Maximum Pounds Per Day			
	Nitrogen Oxides (NO_x)	Carbon Monoxide (CO)	Coarse Particulate Matter (PM_{10})	Fine Particulate Matter ($PM_{2.5}$)
Demolition[1]	22.20	19.90	0.92	0.84
Site Preparation	31.60	60.20	21.07	11.36
Grading	29.70	28.30	10.43	4.79
Building Construction	10.40	13.00	0.43	0.40
Paving	7.12	9.94	0.32	0.29
Architectural Coating	0.86	1.13	0.02	0.02
SCAQMD Localized Screening Threshold (adjusted for 4.0 acres at 33 meters)	*247*	*2,109*	*21*	*9*
Exceed SCAQMD Threshold?	**No**	**No**	**No**	**No**
1. Includes particulate matter from crushing debris, EPA AP-42 Section 11.19.2 Refer to ***Appendix B1*** for Model Data Outputs.				
Source: CalEEMod version 2022.1. Refer to ***Appendix B1*** for model outputs.				

Operational LST

Operational emissions are based on CalEEMod operational outputs and conservatively includes all on-site Project-related stationary sources, on-site off-road equipment (forklifts and hostler/yard trucks. Similar to Phase I, a portion of mobile sources are included to capture on-site vehicle emissions including idling trucks. Based on Project site plans, it was assumed that each vehicle would drive a maximum of one mile on-site (0.5 miles when entering and 0.5 miles when leaving), for a total of 6,605 miles driven on site. In CalEEMod, each passenger car is assumed to drive 25 miles and each truck is assumed to drive 33.2 miles for a total of 163,679 daily miles. Because 6,605 on-site miles is 4.0 percent of the total 163,679 daily miles, on-site mobile emissions are assumed to be four percent of the total mobile emissions. The Phase II operational localized emissions shown in ***Table 4.3-18: Phase II – Unmitigated Localized Significance of Operational Emissions***, indicates that Phase II unmitigated emissions would not exceed thresholds. Therefore, the Phase II operations would result in a less than significant localized operational impact.

Table 4.3-18: Phase II – Unmitigated Localized On-Site Operational Emissions

Source	Pollutants (lbs/day)			
	NO_X	CO	PM_{10}	$PM_{2.5}$
On-Site and Mobile Source Emissions[1]	13.99	134.65	1.40	0.69
SCAQMD Localized Screening Threshold (adjusted for 4 acres at 33 meters)	*247*	*2,109*	*5*	*2*
Exceed SCAQMD Threshold?	No	No	No	No
1. Includes all on-site and four percent of mobile source emissions. Source: CalEEMod version 2022.1 Refer to ***Appendix B1*** for model outputs.				

Criteria Pollutant Health Impacts

As previously discussed, localized effects of on-site Project emissions on nearby receptors for Phase II would be less than significant (refer to ***Table 4.3-17*** and ***Table 4.3-18***). The LSTs represent the maximum emissions from a project that are not expected to cause or contribute to an exceedance of the most stringent applicable state or federal ambient air quality standard. The LSTs were developed by the SCAQMD based on the ambient concentrations of that pollutant for each SRA and distance to the nearest sensitive receptor. The ambient air quality standards establish the levels of air quality necessary, with an adequate margin of safety, to protect public health, including protecting the health of sensitive populations. However, as discussed above, neither the SCAQMD nor any other air district currently have methodologies that would provide Lead Agencies and CEQA practitioners with a consistent, reliable, and meaningful analysis to correlate specific health impacts that may result from a proposed project's mass emissions. Information on health impacts related to exposure to ozone and particulate matter emissions published by the U.S. EPA and CARB have been summarized above and discussed in the Regulatory Framework section. Health studies are used by these agencies to set the Federal and State AAQS. None of the health-related information can be directly correlated to the pounds/day or tons/year of emissions estimated from a single, proposed project. Therefore, without thresholds and standards there is no way to ascertain if there is a significant environmental impact.

Carbon Monoxide Hotspots

As noted above, CO hotspots were not experienced at the Wilshire Boulevard/Veteran Avenue intersection with approximately 100,000 vehicles per day. Therefore, any project generating less than 100,000 vehicles per day would not exceed the CO standard. As such, it can be reasonably inferred that CO hotspots would not be experienced at any vicinity intersections resulting from 6,272 additional vehicle trips attributable to Phase II. Trip generation is calculated based on Project assumptions (see ***Appendix I***). Therefore, impacts would be less than significant.

Construction-Related Diesel Particulate Matter

A construction phase HRA was conducted for Phase II (see ***Appendix B2*** for HRA modeling results). Results of the assessment indicate that the highest cancer risk would be 1.02 in one million, which would not exceed the SCAQMD threshold of 10 in-one-million. Non-cancer hazards for DPM would be below SCAQMD threshold of 1.0, with a chronic hazard index computed at 0.0010. Therefore, construction risk levels would be less than SCAQMD thresholds. Impacts would be less than significant.

Operational Diesel Particulate Matter

The HRA for Phase II operations determined the highest annual average diesel PM_{10} emission concentrations from diesel truck traffic and off-road equipment near sensitive receptors would be 0.0160 $\mu g/m^3$. The calculations conservatively assume no cleaner technology with lower emissions in future years. The highest calculated carcinogenic risk resulting from the Phase II operations at off-site sensitive receptors is 8.25 in one million. The highest maximum chronic hazard index associated with DPM emissions from Phase II operations would be 0.0285. The highest calculated carcinogenic risk resulting from the Phase II operations at future on-site sensitive receptors is 21 in one million. Therefore, **MM AQ-2** through **MM AQ-5** and **MM AQ-7** are required to reduce impacts. Implementation of operational

mitigation measures reduces the diesel exhaust PM_{10} concentrations at off-site sensitive receptors to 0.0021 µg/m^3, with a mitigated carcinogenic risk of 1 in one million. Future on-site sensitive receptors would be exposed to mitigated concentrations of 0.0006 µg/m^3, with a carcinogenic risk of 0.32 in one million. The highest maximum chronic hazard index associated with DPM emissions from Phase II operations would be 0.0004 at off-site receptors and 0.0001 at on-site receptors. As a result, the carcinogenic risk would not exceed 10 in one million and non-carcinogenic hazards would not exceed 1. Therefore, impacts would be less than significant.

Project Buildout (Phase I and Phase II)

Construction LST and Operational LST

As shown in ***Table 4.3-15***, ***4.3-16***, and ***4.3-18***, emissions for Phase I and Phase II individually do not exceed operational LSTs. ***Table 4.3-19: Project Buildout – Localized Operational Emissions*** shows the combined mitigated operational emissions for the entire Project. As noted above, LSTs are screening thresholds and are therefore conservative. The operational LST acreage is based on a maximum 5-acre site. Although the Project site is greater than five acres, the 5-acre operational LSTs are conservatively used as a screening evaluation. Project operations would occur over an approximately 78.1-acre site. Therefore, on-site emissions would disperse over a larger area, which would decrease the concentrations.

Table 4.3-19: Mitigated Project Buildout - Localized Operational Emissions

Source	Pollutants (lbs/day)			
	NO_X	CO	PM_{10}	$PM_{2.5}$
Phase I and Phase II On-Site and Mobile Source Emissions Combined[1]	79.14	177.97	**5.76**	**4.58**
SCAQMD Localized Screening Threshold (adjusted for 4 acres at 33 meters)	*247*	*2,109*	*5*	*2*
Exceed SCAQMD Threshold?	No	No	**Yes**	**Yes**

1. Includes all on-site and four percent of mobile source emissions.
2. Includes MM AQ-2 through MM AQ-6
Source: CalEEMod version 2022.1 Refer to ***Appendix B1*** for model outputs.

As shown above, Project buildout operational emissions generated on-site by the Project would exceed the threshold for PM_{10} and $PM_{2.5}$. Therefore, PM_{10} and $PM_{2.5}$ dispersion modeling has been conducted to determine if Project buildout operations would result in significant PM_{10} and $PM_{2.5}$ concentrations at nearby sensitive receptors in accordance with SCAQMD LST methodology. Localized PM_{10} and $PM_{2.5}$ construction emissions were estimated using AERMOD to determine the worst-case PM_{10} and $PM_{2.5}$ concentrations. Due to the size of the site, receptors exposed to the greatest Phase I concentrations would differ from the receptors exposed to the greatest Phase II concentrations. Therefore, combined Phase I and Phase II concentrations are shown for the maximally exposed receptor for each phase. ***Table 4.3-20*** shows on-site operational PM_{10} and $PM_{2.5}$ emissions would not exceed the SCAQMD's 24-hour average PM_{10} and $PM_{2.5}$ operational standards.[8] Therefore, the Project would result in a less than significant localized operational impact.

[8] South Coast Air Quality Management District. 2019. *Air Quality Significance Thresholds*.

Table 4.3-20: Buildout - Operational Dispersion Modeling

Emissions Source	PM_{10} (24-hour) ($\mu g/m^3$)	$PM_{2.5}$ (24-hour) ($\mu g/m^3$)
Location of Maximum Concentration from Phase I Operations		
Phase I Mitigated Operations	0.0033	0.0033
Phase II Mitigated Operations	0.0025	0.0025
Total Project Buildout Operations	**0.0058**	**0.0058**
Location of Maximum Concentration from Phase II Operations		
Phase I Mitigated Operations	0.0007	0.0007
Phase II Mitigated Operations	0.0063	0.0063
Total Project Buildout Operations	**0.0070**	**0.0070**
Threshold[1]	**2.5**	**2.5**
Threshold Exceeded?	**No**	**No**

1. The PM_{10} and $PM_{2.5}$ thresholds are from South Coast Air Quality Management District, *Air Quality Significance Thresholds*, April 2019. The PM_{10} and $PM_{2.5}$ thresholds are incremental thresholds; therefore, the incremental concentration without background is compared to the threshold.

Carbon Monoxide Hotspots

As noted above, CO hotspots were not experienced at the Wilshire Boulevard/Veteran Avenue intersection with approximately 100,000 vehicles per day. Therefore, any project generating less than 100,000 vehicles per day would not exceed the CO standard. As such, it can be reasonably inferred that CO hotspots would not be experienced at any vicinity intersections resulting from 8,820 additional vehicle trips attributable to Phase I and Phase II. Therefore, impacts would be less than significant.

Construction-Related Diesel Particulate Matter

Construction of Phase I and Phase II would occur sequentially, and emissions would cease once construction is completed. That said, Phase I and Phase II construction would result in a combined mitigated construction-related cancer risk of 1.08 in one million at off-site sensitive receptors, which would still not exceed the SCAQMD threshold of 10 in one million. Non-cancer hazards for DPM would be below SCAQMD threshold of 1.0, with a maximum chronic hazard index computed at 0.0008. Therefore, construction risk levels would be less than SCAQMD thresholds. Impacts would be less than significant.

Operational Diesel Particulate Matter

Health risks from the combined operations of both Phase I and Phase II were evaluated. The mitigated carcinogenic risk would not exceed 10 in one million and non-carcinogenic hazards would not exceed 1 at off-site or future on-site sensitive receptors. Therefore, impacts would be less than significant.

Combined Total Diesel Particulate Matter

Health risks from the combined construction and operations of both Phase I and Phase II were evaluated with results summarized in ***Table 4.3-21*** and ***Table 4.3-22***. Due to the size of the site, receptors exposed to the greatest Phase I concentrations would differ from the receptors exposed to the greatest Phase II concentrations. Therefore, combined Phase I and Phase II cancer risks and maximum concentrations are shown for the maximally exposed receptor for each phase. The mitigated carcinogenic risk would not exceed 10 in one million and non-carcinogenic hazards would not exceed 1 at off-site or future on-site sensitive receptors. Therefore, impacts would be less than significant.

Table 4.3-21: Combined Project Carcinogenic Risk

Exposure Scenario	Cancer Risk (Risk per Million) [1, 2]	Significance Threshold (Risk per Million)	Exceeds Significance Threshold?
Unmitigated Emissions			
Off-Site Receptors			
Residential receptors at northeast corner of Schaefer Avenue and Sultana Avenue	84.47	10	**Yes**
Residential Receptors at southeast corner of Edison Avenue and Sultana Avenue	37.57	10	**Yes**
Future On-Site Receptors			
Northwest corner of PA 3B	78.79	10	**Yes**
Northern portion of PA 3B	67.60	10	**Yes**
Mitigated Emissions			
Off-Site Receptors			
Residential receptors at northeast corner of Schaefer Avenue and Sultana Avenue	1.16	10	No
Residential Receptors at southeast corner of Edison Avenue and Sultana Avenue	3.15	10	No
Future On-Site Receptors			
Northwest corner of PA 3B	0.71	10	**No**
Northern portion of PA 3B	0.73	10	No

[1] Refer to Appendix A.
[2] The reported cancer risk at the closest maximally exposed individual residents (MEIRs) for Phase I and Phase II.

Table 4.3-22: Project Chronic Hazard Assessment

Exposure Scenario	Construction Concentration ($\mu g/m^3$) [1, 2]	Operational Concentration ($\mu g/m^3$)	Significance Threshold	Exceeds Significance Threshold?
Unmitigated Emissions				
Off-Site Receptors				
Residential receptors at northeast corner of Schaefer Avenue and Sultana Avenue	0.0001	0.0285	1.0	No
Residential Receptors at southeast corner of Edison Avenue and Sultana Avenue	0.0014	0.0074	1.0	No
Future On-Site Receptors				
Northwest corner of PA 3B	n/a	0.0215	1.0	No
Northern portion of PA 3B	n/a	0.0166	1.0	No
Mitigated Emissions				
Off-Site Receptors				
Residential receptors at northeast corner of Schaefer Avenue and Sultana Avenue	0.0001	0.0002	1.0	No
Residential Receptors at southeast corner of Edison Avenue and Sultana Avenue	0.0006	0.0004	1.0	No
Future On-Site Receptors				
Northwest corner of PA 3B	n/a	0.0001	1.0	No
Northern portion of PA 3B	n/a	0.0001	1.0	No

[1] Refer to Appendix A.
[2] The reported annual pollutant concentration combined at the closest maximally exposed individual residents (MEIRs) for Phase I and Phase II.

Conclusion

Project construction and operations would not expose sensitive receptors to substantial pollutant concentrations. Construction and operations would not exceed SCAQMD LST thresholds, would not create a CO hotspot, and would not generate concentrations of DPM that would result in carcinogenic, chronic, or acute health risk effects. Therefore, Project impacts would be less than significant in this regard.

In addition, the recent adoption of South Coast AQMD's proposed Rule 2305 (refer to SCAQMD under *Section 4.3.3: Regulatory Setting*) means that the Project operator could potentially be required to pay mitigation fee if the Project does not generate enough WAIRE Points. The Project operator may be required to implement additional emission reduction strategies. Conservatively, this EIR is not taking credit for these potential reductions. Compliance with proposed Rule 2305 would reduce emissions below what is currently analyzed. The impact is less than significant with mitigation.

Mitigation Measures

Refer to **MM AQ-1** through **MM AQ-7**.

MM AQ-8 Prior to issuance of grading permits, the applicant shall prepare and submit documentation to the City of Ontario that demonstrate that all off-road diesel-powered construction equipment greater than 50 horsepower meets California Air Resources Board Tier 4 Final off-road emissions standards. Requirements for Tier 4 Final equipment shall be included in applicable bid documents and successful contractor(s) must demonstrate the ability to supply such equipment. A copy of each unit's Best Available Control Technology (BACT) documentation (certified tier specification or model year specification), and CARB or SCAQMD operating permit (if applicable) shall be provided to the City at the time of mobilization of each applicable unit of equipment.

Impact 4.3-4: ***Would the Project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?***

Level of Significance: Less than Significant

Project Buildout (Phase I + Phase II)

Construction

During construction activities, construction equipment exhaust and application of asphalt and architectural coatings would temporarily generate odors. Any construction-related odor emissions would be temporary and intermittent. Standard construction requirements and compliance with established regulations (Code of Federal Regulations [CFR], Part 1926 – *Safety and Health Regulations for Construction,* Subpart H – *Materials Handling, Storage Use and Disposal, et al*.) addressing construction materials storage, use, and disposal would minimize odor impacts from construction activity. Furthermore, short-term construction-related odors are expected to cease upon the drying or hardening of odor-producing materials. Therefore, impacts associated with construction-generated odors are considered less than significant.

Operations

The type of facilities that are considered to have objectionable odors include wastewater treatment plants, compost facilities, landfills, solid waste transfer stations, fiberglass manufacturing facilities, paint/ coating operations (e.g., auto body shops), dairy farms, petroleum refineries, asphalt batch plants, chemical manufacturing, and food manufacturing facilities. The warehouses and office uses proposed under the Project would not result in these types of uses. In addition, the proposed Project would be required to comply with SCAQMD Rule 402 which prevents discharging nuisance odors. Therefore, the Project would not create objectionable odors.

Conclusion

The Project will comply with all applicable SCAQMD rules including Rule 402 which prevents discharging nuisance odors. In addition, the Project does not include any land uses that have been identified by the SCAQMD as odor sources. Therefore, the Project would not create objectionable odors and this impact would be less than significant.

Mitigation Measures

No mitigation is necessary.

4.3.7 Cumulative Impacts

Regional

In accordance with SCAQMD's methodology, any project that produces a significant project-level regional air quality impact in an area that is in nonattainment contributes to the cumulative impact. Cumulative projects in the local area include new mixed-use and residential development and general growth in the surrounding area. The greatest source of emissions in the SCAB is mobile sources. Due to the extent of the area potentially impacted from cumulative project emissions (i.e., the SCAB), SCAQMD considers a project cumulatively significant when project-related emissions exceed the SCAQMD regional emissions thresholds.

Construction

The SCAB is designated nonattainment for O_3 and $PM_{2.5}$ under both the California and federal standards and nonattainment for PM_{10} and lead (Los Angeles County only) under the federal standards. O_3 is created by chemical reactions between NO_X and VOCs; thus, NO_X and VOCs are precursor to O_3. Construction of cumulative projects will further degrade the regional and local air quality. The Project would not make a cumulative considerable contribution to $PM_{2.5}$ or PM_{10}, but air quality from VOCs would potentially be impacted during construction activities. However, as discussed under Impact 4.3-2, implementation of **MM AQ-1** would reduce Project-related construction emissions to below the SCAQMD regional significance thresholds on a Project and cumulative basis. Therefore, the proposed Project's contribution to cumulative air quality impacts would not be cumulatively considerable with incorporation of mitigation. Additionally, the Project cumulative construction impacts would be consistent with the findings of TOP 2050 Final Supplemental EIR.

Operation

For operational air quality emissions, any project that does not exceed or can be mitigated to less than the daily regional threshold values is not considered by SCAQMD to be a substantial source of air pollution and does not add significantly to a cumulative impact. Operation of the Project, after incorporation of mitigation, would still result in emissions in excess of the SCAQMD regional emissions thresholds for ROGs and NO_X. Therefore, the air pollutant emissions associated with the proposed Project would be cumulatively considerable and therefore significant and unavoidable. Additionally, the Project cumulative operation impacts would be consistent with the findings of TOP 2050 Final Supplemental EIR.

Localized

Under SCAQMD guidance, projects that exceed the project-specific significance threshold of 10 in a million are considered to be cumulatively considerable (SCAQMD 2003). Per the MATES IV study, the proposed Project is in an area that has an estimated cancer risk of about 898.83 in a million.[9] Project-related construction activities would result in a cancer risk of 1.08 in a million to the maximally exposed individual resident (MEIR). Development and operation of the proposed Project would result in cancer risk of 2.07 in a million to the MEIR, which would be below 10 in a million. As a result, the Project would not cumulatively contribute to the overall elevated levels of DPM in the SCAB. Additionally, the Project would be pursuant to TOP 2050 and would represent a consistent and logical continuation of the existing and planned pattern of development in Ontario, specifically the Ontario Ranch area. The City has long anticipated that this area would transition from dairy/agricultural to urban uses, and the Project Specific Plan is implementing TOP 2050.[10] Therefore, the Project's contribution to health risk impacts in the SCAB is less than significant with mitigation incorporated.

4.3.8 Significant Unavoidable Impacts

Even with implementation of regulatory requirements, standard conditions of approval and implementation of reasonable and feasible mitigation measures, the Project would result in unavoidable significant impacts with respect to air quality plan consistency (Impact 4.3-1) and operational emissions (Impact 4.3-2).

4.3.9 References

California Air Pollution Control Officers Association (CAPCOA). *California Emissions Estimator Model (CalEEMod). Version 2022.1. Prepared by: BREEZE Software, A Division of Trinity Consultants in collaboration with South Coast Air Quality Management District and the California Air Districts*. https://www.caleemod.com/.

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[9] South Coast Air Quality Management District. ND. *MATES IV Estimated Risk*. https://scaqmd-online.maps.arcgis.com/apps/webappviewer/index.html?id=470c30bc6daf4ef6a43f0082973ff45f. (accessed April 2023).

[10] City of Ontario. 2022. *TOP 2050 Final Supplemental Environmental Impact Report, Section 5.3, Air Quality*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf. (accessed April 2023).

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4.4 BIOLOGICAL RESOURCES

4.4.1 Introduction

This section of the Draft Environmental Impact Report (EIR) examines the existing biological resources and potential impacts that may result from the construction and operation of the proposed Euclid Mixed Use Specific Plan Project (Project). The analysis in this section is based in part on the following resources:

- Cadre Environmental. October 2022. *Biological Resources Technical Report for Euclid Mixed-Use Specific Plan*. (***Appendix C***)
- The Ontario Plan 2050
- City of Ontario Municipal Code
- City of Ontario TOP 2050 Final Supplemental EIR

The Project site is anticipated to be developed in two phases within five planning areas (PAs), with only Phase I proposed at a project-level entitlement. Phase I would include PAs 1, 2A, and 3A, consisting of the construction of 13 business park buildings with ancillary office space, approximately 1,386,777 square feet (sf) of business park uses and designated open space. Future Development Areas associated with Phase II would be evaluated at a programmatic level in this Draft EIR. The Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals at this time. The Applicant does not own the parcels within the Phase II area (PAs 2B and 3B) and does not have access to the Phase II area at this time. At the time of Phase II development, it will undergo its own site-specific CEQA analysis.

4.4.2 Environmental Setting

Existing Conditions

The Project site is located in the southwestern portion of the City of Ontario (City), immediately north of the City of Chino in San Bernardino County. The Project site is bounded by Schaefer Avenue to the north, Sultana Avenue to the east, Edison Avenue to the south, and Euclid Avenue to the west (refer to ***Section 3.0: Project Description***, ***Figure 3-2: Local Vicinity Map*** and ***Figure 3-3: Project Boundary***). The Project site consists of 18 existing parcels totaling 84.1 acres in the City. The Assessor Parcel Numbers (APNs) for this Project are 1053-071-01, -02, -03, -04; 1053-211-01, -02, -05; 1053-281-01, -02, -03, -04, -05, -07, -08; 1053-081-01, -02, -03, -04. The 84.1-acre Project site is currently occupied by agricultural uses, including the raising of livestock, dairy farming activities, and a commercial nursery. The majority of the site exists as fallow or cultivated fields. Existing uses surrounding the Project site are similar to those on the site. Ongoing crop farming is located to the north of the Project site and a vacant property that was a former dairy farm is located to the east of the site. The property to the south is currently utilized for residential, farming, or trucking related uses. North across Schaefer Avenue is an existing dairy farm; south across Edison Avenue is an existing trucking facility; east across Sultana Avenue is vacant land and an existing trucking facility; west across Euclid Avenue, is the City of Chino with existing commercial and residential uses, and a truck/trailer storage (refer to ***Section 3.0: Project Description***, ***Figure 3-4: Surrounding Land Uses***).

The City lies within the broad alluvial fan originating from the southern flank of the San Gabriel Mountains, and dips gradually southward to the confluence of San Antonio Channel, Cucamonga Channel/Mill Creek, and the Santa Ana River at the Prado Dam Flood Control Basin in Riverside County. The Santa Ana River flows to the south of the City and Cucamonga Creek and Deer Creek traverse north to south through the City. The Project site is generally flat, with a gentle slope and elevations ranging from approximately 730 feet above mean sea level (AMSL) in the northeast portion of the site to approximately 690 feet AMSL in the southwest portion of the site.

The entire Project site has been disturbed by the previous development and agriculture and farming uses. Approximately portions of the Project Site continue to be utilized as an active dairy including dry lots, milking parlors/feed storage facilities, a nursery and agricultural residences. These areas are either devoid of vegetation or dominated by ornamental, ruderal non-native, and native species commonly detected in disturbed habitats. Furthermore, portions of the Project site continue to be actively farmed including the current production of pumpkin (*Cucurbita* sp.) and field corn (*Zea mays*). Disturbed portions of the Project Site are either devoid of vegetation (dirt roads and follow fields) or dominated by the following species including golden crown beard (*Verbesina encelioides*), London rocket (*Sisymbrium irio*), milk thistle (*Silybum marianum*), Australian saltbush (*Atriplex semibaccata*), big saltbush (*Atriplex lentiformis*), spiny cocklebur (*Xanthium spinosum*), field bindweed (*Convolvulus arvensis*), common sow thistle (*Sonchus oleraceus*), and annual sunflower (*Helianthus annus*).[1]

The Project site occurs on the "Prado Dam" California USGS 7.5-minute quadrangle map, Township 2 South, Range 7 West. Dairy farming and agriculture have been the primary uses of the Project site since before the 1930s. The majority of the Project site exists as fallow or cultivated fields. There is a private recreational vehicle storage facility in the southwestern portion of the site. Numerous single family residential structures, as well as agricultural related buildings and open structures, are located within the Project site. Two Southern California Edison (SCE) easements extend across the Project site. No structures are located within the SCE easements; however, they have been used for various agricultural uses historically. Projects proposed in the area that contain potentially suitable habitat to support sensitive biological resources must demonstrate to reviewing agencies (e.g., U.S. Fish and Wildlife Service [USFWS], California Department of Fish and Game [CDFG - currently Department of Fish and Wildlife or CDFW], County, and City) that potential Project-related impacts to sensitive biological resources are adequately addressed and mitigated pursuant to the California Environmental Quality Act (CEQA) and other environmental regulations as part of Project approval.

The biological resources report prepared by Cadre Environmental analyzed a 70.04-acre portion of the Project site that represents the Phase I development area, consisting of ten parcels of active dairy and agricultural land. The Assessor Parcel Numbers for the Phase I area are 1053-071-01, -02, -03, -04, 1053-211-01, -02, 1053-281-08, 1053-081-01, -03, -04, as well as 10.06-acres of off-site assessment area (right of ways). This report includes a thorogouh literature review, field investigation, and biological resources recommendations for the proposed development (see ***Appendix C: Biological Resources Technical Report***). Currently, the Applicant does not control the Phase II parcels therefore, a biological resources

[1] Cadre Environmental. 2022. *Biological Resources Technical Report*. Page 6. See **Appendix C.**

report was not completed at this time. At the time of Phase II development, it will undergo its own site-specific CEQA analysis.

Plant Communities/Habitat

As mentioned above, portions of the Project Site continue to be utilized as an active dairy including dry lots, milking parlors/feed storage facilities and housing (Venegas Family Farm). These areas are either devoid of vegetation or dominated by ornamental, ruderal non-native and native species commonly detected in disturbed habitats. Based on the field investigation of the Phase I area conducted by Cadre Environmental, these species include Palmer's amaranth (*Amaranthus palmeri*), summer cypress (*Bassia scoparia*), horseweed (*Erigeron canadensis*), Russian thistle (*Salsola tragus*), prostate knotweed (*Polygonum aviculare*), cheeseweed (*Malva parviflora*), red-stemmed filaree (*Erodium cicutarium*), castor bean (*Ricinus communis*), prickly lettuce (Lactuca serriola), Bermuda grass (*Cynodon dactylon*), barnyard grass (*Echinochloa crus-galli*), goose grass (*Eleusine indica*), wild oat (*Avena fatua*), foxtail barley (*Hordeum murinum*), ripgut brome (*Bromus diandrus),* Peruvian peppertree (*Schinus molle*), Bougainvillea (*Bougainvillea sp*.), pine (*Pinus sp*.), Mexican fan palm (*Washingtonia robusta*), and jacaranda (*Jacaranda sp*.).[2]

Sensitive Biological Resources[3]

Discussed below are plant and wildlife species potentially present in the Project site that have been afforded special recognition by federal or State agencies. This discussion is based on species that would pose considerable constraints on the Project because of their high sensitivity status (listed or proposed for listing as rare, threatened, or endangered) with State and/or federal resource agencies. In addition, plants included on Lists 1, 2, 3, or 4 of the California Native Plant Society (CNPS) inventory are also considered of special status. Vegetation communities that are unique, of relatively limited distribution, or of particular value to wildlife and considered sensitive by State and/or federal resource agencies are also generally discussed. There is a low probability of occurrence due to the Project's site-specific factors (e.g., disturbance level, land use, etc.).

In general, those species presented in ***Table 4.4-1: Special-Status Plant Species Potentially Occurring in the Site Vicinity*** and ***Table 4.4-2: Special-Status Wildlife Species Potentially Occurring in the Site Vicinity*** that are "not expected" or that have a "low occurrence potential" generally correspond to "less than significant" under CEQA. As it relates to the occurrence potential of special-status plant species, "not detected" refers to perennial plants and shrubs that are identifiable year-round. Therefore, if they are not detected they are not present at any time. "No potential" addresses annual plants that are not detectable year-round. In ***Table 4.4-1***, "no potential" is followed by justification of why they are not expected to occur onsite. The occurrence potential of special-status plant and wildlife species is primarily based on habitat types present, occurrence records of sensitive species from the site vicinity, and results of the on-site reconnaissance surveys. Because the disturbance level, land use, and other environmental factors are consistent between the Phase I and Phase II areas, occurrence potential of special-status plant and wildlife

[2] Ibid. Page 6.
[3] Ibid. Page 24 through Page 34.

species analyzed for the Phase I area is anticipated to be the same for the Phase II area. Additionally, no focused wildlife or botanical surveys were conducted within the Project site.

Special-Status Plant Species

No special-status plant species were detected within the Phase I area during the reconnaissance survey, and none are expected within the Project site due to lack of suitable habitat. Special-status plant species known from the region that potentially occur within the Project site are summarized below in ***Table 4.4-1: Special-Status Plant Species Potentially Occurring in the Site Vicinity***.

Table 4.4-1: Special-Status Plant Species Potentially Occurring in the Site Vicinity

Common Name Scientific Name	Status			Habitat Requirements	Occurrence Potential
	Federal	State	CRPR		
Nevin's barberry *(Berberis nevinii)*	FE	SE	1B.1	Perennial evergreen shrub which generally blooms from February to June within chaparral, cismontane woodland, coastal scrub, and riparian scrub in sandy, gravelly substrates.	**Not Detected.**
Coulter's saltbush *Atriplex coulteri* Plummer's mariposa-lily *(Calochortus plummerae)*	--	--	4.2	Perennial bulbiferous herb which generally blooms from May to June within chaparral, cismontane woodland, coastal scrub, lower montane coniferous forest, and grassland habitats with granite and rocky substrates.	**No Potential:** Not expected to occur on-site based on lack of suitable undisturbed vegetation or soils.
Lucky morning glory *(Calystegia felix)*	--	--	1B.1	Annual rhizomatous herb generally blooming from March to September within meadows, seeps and riparian scrub habitat	**No Potential:** Not expected to occur on-site based on lack of suitable undisturbed vegetation or soils.
Parry's spineflower (Chorizanthe parryi var. parryi)	--	--	1B.1	Annual herb which generally blooms from April to June within chaparral, cismontane woodland, coastal scrub and grassland habitats with sandy and/or rocky openings.	**No Potential:** Not expected to occur on-site based on lack of suitable undisturbed vegetation or soils.
Slender-horned spineflower (Dodecahema leptoceras)	FE	SE	1B.1	Annual herb which generally blooms from April to June within chaparral, cismontane woodland and coastal scrub (alluvial fan) with sandy substrates.	**No Potential:** Not expected to occur on-site based on lack of suitable undisturbed vegetation or soils.
Mesa horkelia (*Horkelia cuneata ssp. puberula)*	--	--	1B.1	Perennial herb which generally blooms from February to September within chaparral (maritime), cismontane woodland and coastal scrub with sandy or gravelly substrates.	**Not Detected.**
Robinson's pepper-grass (*Lepidium virginicum var. robinsonii*)	--	--	4.3	Annual herb which generally blooms from January to July within chaparral and coastal sage scrub habitats	**No Potential:** Not expected to occur on-site based on lack of suitable undisturbed vegetation or soils.
Prostate vernal pool navarretia (*Navarretia prostrata*)	--	--	1B.2	Annual herb generally blooming from April to July within coastal scrub, meadows and seeps, valley and foothill grasslands and vernal pools	**No Potential:** Not expected to occur on-site based on lack of suitable undisturbed vegetation or soils.
Brand's star phacelia (*Phacelia stellaris*)	--	--	1B.1	Annual herb generally blooming from March to June within coastal sage scrub and dune habitats	**No Potential:** Not expected to occur on-site based on lack of suitable undisturbed vegetation or soils.
White rabbit tobacco (*Pseudognaphalium leucocephalum*)	--	--	2B.2	Perennial herb generally blooming from July to December within chaparral,	**Not Detected.**

Common Name Scientific Name	Status			Habitat Requirements	Occurrence Potential
	Federal	State	CRPR		
				cismontane woodland, coastal scrub and riparian woodland habitats	
Salt spring checkerbloom (*Sidalcea neomexicana*)	--	--	2.2	Perennial herb which generally blooms from March to June within chaparral, coastal scrub, lower montane coniferous forest, Mojavean desert scrub, and playas within alkaline/mesic gravelly substrates	**Not Detected.**
San Bernardino aster (*Symphyotrichum defoliatum*)	--	--	1B.2	Perennial rhizomatous herb generally blooming from July to December within various vegetation communities in associating with wetland substrates (ditches, streams and springs)	**Not Detected.**
Rigid fringepod (*Thysanocarpus rigidus*)	--	--	1B.2	Annual herb generally blooming from February to May within pinyon and juniper woodland habitats	**No Potential:** Not expected to occur on-site based on lack of suitable undisturbed vegetation or soils.

California Native Plant Society (CNPS): California Rare Plant Rank (CRPR)
CRPR 1A – plants presumed extinct in California
CRPR 1B – plants rare, threatened, or endangered in California, but more common elsewhere
CRPR 2A – plants presumed extirpated in California but common elsewhere
CRPR 2B – plants rare, threatened, or endangered in California but more common elsewhere
CRPR 3 – plants about which we need more information, a review list
CRPR 4 – plants of limited distribution, a watch list
.1 – Seriously endangered in California
.2 – Fairly endangered in California
3 – Not very endangered in California
Federal (USFWS) Protection and Classification
FE – Federally Endangered
FT – Federally Threatened
FC – Federal Candidate for Listing
State (CDFW) Protection and Classification
SE – State Endangered
ST – State Threatened

Special-Status Wildlife Species

Two special-status wildlife species were directly observed within the Phase I area. The species observed were the Northern harrier (*Circus cyaneus)* and the White-faced ibis (*Plegadis chihi*). Additionally, several species observed during the survey were deemed to have a moderate occurrence potential (primarily as foragers). Most remaining potentially occurring sensitive wildlife species are not expected to occur on-site due to lack of suitable habitat. Sensitive wildlife species potentially occurring on the Project site are summarized below in ***Table 4.4-2: Special-Status Wildlife Species Potentially Occurring in the Site Vicinity***.

Table 4.4-2: Special-Status Wildlife Species Potentially Occurring in the Site Vicinity

Common Name Scientific Name	Status		Habitat Requirements	Occurrence Potential
	Federal	State		
Invertebrates				
Crotch bumble bee (*Bombus crotchii*)	--	SC	Inhabits grasslands and shrublands and requires a hotter and drier environment than other bumblebee species.	**No Potential:** Not expected to occur on-site based on lack of suitable undisturbed vegetation or soils.
Delhi Sands flower-loving fly (*Rhaphiomidas terminatus abdominalis*)	FE	--	Restricted to Delhi sand formations in Riverside and San Bernardino Counties.	**No Potential;** No Delhi soils mapped on-site
Reptiles and Amphibians				
Western spadefoot (*Spea hammondii*)		SSC	Primary habitat for this species includes suitable breeding habitat below 1500 meters (i.e., vernal pools or other standing water that is free of exotic species) with secondary habitats including adjacent chaparral, sage scrub, grassland, and alluvial scrub habitats.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed soils and continuous agricultural activities conducted throughout the Project Site.
Southern California legless lizard (*Anniella stebbinsi*)		SSC	Broadleaved upland forest, chaparral, coastal dunes, and coastal scrub. Occurs in sandy or loose loamy soils under sparse vegetation, generally in moist, loose soil.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed vegetation or soils.
California glossy snake (*Arizona elegans occidentalis*)		SSC	Generalist reported from a range of scrub and grassland habitats, often with loose or sandy soils.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed vegetation or soils.
Coastal western whiptail (*Aspidoscelis tigris stejnegeri*)		SSC	The coastal western whiptail occurs in a wide variety of habitats including coastal sage scrub, desert scrub, Riversidean alluvial fan scrub, woodlands, grasslands, playas, and respective ecotones between these habitats.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed vegetation **or soils.**
San Bernardino ringneck snake (*Diadophis punctatus modestus*)	--	--	Chaparral, coastal sage scrub, grassland, riparian, and woodlands.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed vegetation or soils
Western pond turtle (*Actinemys marmorata*)	--	SSC	The western pond turtle inhabits slow moving permanent or intermittent streams, small ponds, small lakes, reservoirs, abandoned gravel pits, permanent and ephemeral shallow wetlands, stock ponds, and sewage treatment lagoons.	**Not Detected.** Not expected to occur on-site based on a lack of suitable undisturbed basking sites and permanent water.
Coast horned lizard (*Phrynosoma blainvillii*)	--	SSC	Open areas of sandy soil with coastal sage scrub, chaparral, grassland, riparian, and washes and watercourses.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed vegetation or soils.
Coast patch-nosed snake (*Salvadora hexalepis virgultea*)	--	SSC	The coast patch-nosed snake prefers brushy coastal sage scrub/ chaparral habitats.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed vegetation or soils.
Two-striped gartersnake (*Thamnophis hammondii*)	--	SSC	Marsh and swamp, riparian scrub, riparian woodland, and wetland. Highly aquatic, found in or near permanent fresh water. Often along streams with rocky beds and riparian growth.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed vegetation, soils or permanent water.
Birds				
Cooper's hawk (*Accipiter cooperii*)	--	SSC	Cooper's hawk is most commonly found within or adjacent to riparian/oak forest and woodland habitats. This uncommon resident of California increases in numbers during winter migration.	**Low Potential –** May occasionally forage on-site and breed within the mature Eucalyptus trees**.**

Common Name Scientific Name	Status		Habitat Requirements	Occurrence Potential
	Federal	State		
Sharp-shinned hawk (*Accipiter striatus*)	--	CWL	Potential habitat for the sharp-shinned hawk includes montane coniferous forest for potential breeding areas and riparian scrub, woodland, and forest habitat, oak woodland and forest, chaparral, coastal sage scrub, desert scrub, and Riversidean alluvial fan sage scrub for foraging.	**Low Potential –** May occasionally forage on-site.
Tri-colored blackbird (*Agelaius tricolor*)	--	ST/SSC	Marshes and grasslands. Breeding colonies require nearby water, nesting substrate, and open range foraging habitat of natural grassland, woodland, or agricultural cropland.	**No Potential.** Not expected to occur on-site based on a lack of nesting habitat (cattail, rushes, and willows) within or adjacent to the Project Site.
Golden eagle (*Aquila chrysaetos*)	--	CWL, SFP	Within southern California, the species prefers grasslands, brushlands (coastal sage scrub and chaparral), deserts, oak savannas, open coniferous forests, and montane valleys.	**Low Potential –** May occasionally forage on-site.
Great egret (*Ardea alba*)	--	Nesting Colony	Wet areas, fields, margins of open water.	**Moderate Potential –** Expected to occasionally forage on-site but not breed.
Great blue heron (*Ardea herodias*)	--	Nesting Colony	Wet areas, fields, margins of open water.	**Moderate Potential –** Expected to occasionally forage on-site but not breed.
Burrowing owl (*Athene cunicularia*)	--	SSC	The burrowing owl uses predominantly open land, including grassland, agriculture, playa, sparse coastal sage scrub, desert scrub habitats. Some breeding burrowing owls are year-round residents and additional individuals from the north may winter throughout the region.	**Low Potential –** Suitable burrows larger than 4 inches in diameter and foraging habitat documented within and east of the Project Site
Ferruginous hawk (*Buteo regalis*)	--	CWL	Grasslands and other open terrain of the plains and foothills. Wintering species. Primarily open fields with low vegetation.	**Low Potential – May occasionally forage on-site.**
Swainson's hawk (*Buteo swainsoni*)	--	ST	Grasslands and other open terrain.	**Low Potential –** May occasionally forage **on-site.**
Mountain plover (*Charadrius montanus*)	--	SSC	Dry upland prairies and plains, semidesert, bare dirt fields.	**No Potential**. Not expected to occur on-site based on a lack of suitable undisturbed vegetation.
Northern harrier (*Circus cyaneus*)	--	SSC	The northern harrier frequents open wetlands, wet/lightly grazed pastures, fields, dry uplands/prairies, mesic grasslands, drained marshlands, croplands, meadows, grasslands, open rangelands, fresh and saltwater emergent wetlands.	**Observed**
Western yellow-billed cuckoo (*Coccyzus americanus occidentalis*)	FT	SE	Riparian. Uncommon to rare summer resident of valley foothill and desert riparian habitats.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed riparian scrub, forest or woodland vegetation.
Snowy egret (*Egretta thula*)	--	Nesting Colony	Wet areas, fields, margins of open water.	**Moderate Potential –** Expected to occasionally forage on-site but not breed.
White-tailed kite (*Elanus leucurus*)	--	SFP	The white-tailed kite is found in riparian, oak woodlands adjacent to large open spaces including grasslands, wetlands, savannahs and agricultural fields. This non-migratory bird species occurs	**Low Potential –** May occasionally forage on-site.

Common Name Scientific Name	Status		Habitat Requirements	Occurrence Potential
	Federal	State		
			throughout the lower elevations of California and commonly nests in coast live oaks.	
California horned lark (*Eremophila alpestris actia*)	--	CWL	Variety of open habitats, usually where trees and large shrubs are absent.	**Moderate Potential –** Expected to occasionally forage and breed on-site.
Merlin (*Falco columbarius*)	--	CWL	Grasslands, coastal sage scrub and estuaries, windrows, open fields.	**Low Potential –** May occasionally forage on-site.
Prairie falcon (*Falco mexicanus*)	--	CWL	Habitat use of the prairie falcon includes annual grasslands to alpine meadows. The prairie falcon is associated primarily with perennial grasslands, savannahs, rangeland, some agricultural fields during the winter season, and desert scrub areas, all typically dry environments of western North American where there are cliffs or bluffs. for nest sites.	**Low Potential –** May occasionally forage on-site.
American peregrine falcon (*Falco peregrinus anatum*)	--	SFP	Throughout the species' range, peregrine falcons are found in a large variety of open habitats, including tundra, marshes, seacoasts, savannahs and high mountains.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed vegetation.
Loggerhead shrike (*Lanius ludovicianus*)	--	SSC	This species of shrike hunts in open or grassy areas and nests in large chaparral shrubs such as ceanothus and lemonade berry.	**Low Potential –** May occasionally forage on-site.
California gull (*Larus californicus*)	--	CWL	Nearly all types of fresh and salt water, cropland, landfills, refuse areas, open lawns.	**Moderate Potential –** Expected to occasionally forage on-site.
California black rail (*Laterallus jamaicensis coturniculus*)	--	ST/SFP	Brackish marsh, freshwater marsh, marsh and swamp, salt marsh, wetland. Inhabits freshwater marshes, wet meadows and shallow margins of saltwater marshes bordering large bays.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.
Long-billed curlew (*Numenius americanus*)	--	CWL	Coastal estuaries, upland herbaceous areas,5 croplands, wet areas, open fields, shores of open water.	**Moderate Potential –** Expected to occasionally forage on-site.
Double-crested cormorant (*Nannopterum auritum*)	--	CWL	Lakes, fresh, salt, and estuarine waters.	**Moderate Potential –** Expected to occasionally forage on-site.
White-faced ibis (*Plegadis chihi*)	--	CWL	Freshwater marshes and brackish areas.	**Observed**
Coastal California gnatcatcher (*Polioptila californica californica*)	FT	SSC	The coastal California gnatcatcher is a nonmigratory bird species that primarily occurs within sage scrub habitats in coastal southern California dominated by California sagebrush.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats including coastal sage scrub and associations.
Mammals				
Pallid bat (*Antrozous pallidus*)	--	SSC	Chaparral, coastal scrub, desert wash, Great Basin grassland, Great Basin scrub, Mojavean desert scrub, riparian woodland, Sonoran desert scrub, upper montane coniferous forest, and valley and foothill grassland. Oak and grassland ecotones. Prefers foraging in the open. Roosts in attics or rock cracks; in the open, near foliage at night.	**Low Potential.** Expected to occasionally forage on-site

Common Name Scientific Name	Status		Habitat Requirements	Occurrence Potential
	Federal	State		
Northwestern San Diego pocket mouse (*Chaetodipus fallax fallax*)	--	SSC	The northwestern San Diego pocket mouse occurs in coastal sage, upland sage scrubs, and alluvial fan sage scrub, sage scrub/grassland ecotones, chaparral, and desert scrubs at all elevations up to 6,000 feet.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats including coastal sage scrub and associations.
Townsend's big-eared bat (*Corynorhinus townsendii*)	--	SSC	A wide variety of habitats including woodlands and arid grasslands. Roosts in mines and caves.	**Low Potential.** Expected to occasionally forage on-site.
San Bernardino kangaroo rat (*Dipodomys merriami parvus*)	FE	SSC	Prefers alluvial scrub, coastal sage scrub habitats with sandy and gravelly substrates.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats including Riversidean alluvial fan sage scrub and associations.
Stephens' kangaroo rat (*Dipodomys stephensi*)	Fe	ST	The Stephens' kangaroo rat is found almost exclusively in open grasslands or sparse shrublands with cover of less than 50 percent during the summer.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.
Western mastiff bat (*Eumops perotis californicus*)	--	SSC	Roosts in rocky areas and forages in grassland, shrublands, and woodlands.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.
Western yellow bat (*Lasiurus xanthinus*)	--	SSC	Roosts in the skirts of palm trees and forages in adjacent habitats. forests and meadows.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.
San Diego black-tailed jackrabbit (*Lepus californicus bennettii*)	--	SSC	The San Diego blacktailed jackrabbit in open habitats, primarily including grasslands, sage scrub, alluvial fan sage scrub, and Great Basin sage scrub.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.
Western small-footed myotis *(Myotis ciliolabrum*)	--	--	Feeds among trees or over brush. Roosts in caves, mines, and in cliff or rock openings.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.
Yuma myotis (*Myotis yumanensis*)	--	--	Water and wooded canyon bottoms. Roosts in caves and abandoned buildings.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.
San Diego desert woodrat (*Neotoma lepida intermedia*)	--	SSC	Riversidean and coastal sage scrub, chaparral and nonnative grasslands. Shrub and desert habitats, primarily associated with rock outcroppings, boulders, cacti, or areas of dense undergrowth.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.
Pocketed free-tailed bat (*Nyctinomops femorosaccus*)	--	SSC	Desert habitats. Roosts in rock crevices in cliffs.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.
Big free-tailed bat (*Nyctinomops macrotis*)	--	SSC	Desert habitats. Roosts in rock crevices in cliffs.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.
Los Angeles pocket mouse (*Perognathus longimembris brevinasus*)		SSC	Low elevation grassland alluvial sage scrub and coastal sage scrub habitats.	**No Potential.** Not expected to occur on-site based on a lack of suitable undisturbed habitats.

Federal (USFWS) Protection and Classification
FE – Federally Endangered
FT – Federally Threatened
FC – Federal Candidate for Listing

State (CDFW) Protection and Classification
SE – State Endangered
SSC – State Species of Special Concern
CWL – California Watch List
SFP – State Fully Protected
SC – State Candidate for Listing

Special-Status Habitats

Special-status habitat types are vegetation communities that support concentrations of sensitive plant or wildlife species, are of relatively limited distribution, or are of particular value to wildlife. Although sensitive habitats are not necessarily afforded legal protection unless they support protected species, potential impacts to them may increase concerns and mitigation suggestions by resources agencies. Sensitive habitat types known from the Project site vicinity (mostly associated with Prado Dam and the Santa Ana River) include Riversidean Alluvial Fan Sage Scrub, Southern California Arroyo Chub/Santa Ana Sucker Stream, Southern Coast Live Oak Forest, Southern Cottonwood Willow Riparian Forest, Southern Interior Cypress Forest, Southern Riparian Forest, Southern Sycamore Alder Riparian Woodland, and Southern Willow Scrub. No sensitive or undisturbed native habitats were documented within the Phase I area. As mentioned above, no sensitive or undisturbed native habitats are expected within the Phase II area because the disturbance level, land use, and other environmental factors are consistent between the Phase I and Phase II areas.

Sensitive Habitats in the Project Vicinity

The consultant did not document any sensitive or undisturbed native habitats within the Project site. The Project Site is characterized as 84.1 acres of heavily disturbed active dairy and agricultural facilities. All of the active retention ponds are devoid of wetland vegetation including but not limited to riparian scrub, forest, or woodland habitat. The nearest known habitats (as mentioned above) that would support sensitive biological resources would be the Santa Ana River and Prado Dam areas located approximately 3.5 miles south of the Project site. The species associated with these sensitive biological resource areas would not be expected to occur on-site due to lack of suitable habitat.

Jurisdictional Resources

The Project site is located within the Chino Basin between the Chino Hills to the southwest and San Gabriel Basin to the north. The presence of wetland hydrology was evaluated throughout the Project site by recording the extent of observed surface flows, depth of inundation, depth to saturated soils, and depth to free water in the soil pits. Indicators of wetland or riverine hydrology were then recorded, such as water marks, drift lines, rack, debris, and sediment deposits. Additionally, indicators of hydric soils, such as redoximorphic features, buried organic matter, organic streaking, reduced soil conditions, gleied or low-chroma soils, or sulfidic odor were recorded. The on-site active dairy/effluent pond would not be subject to federal wetland regulatory requirements and would not be considered a freshwater pond. Furthermore, the active dairy/effluent pond is not connected to a natural stream and does not divert natural flow from any river, stream, or lake. Since these waters are not a part of a natural stream, river, or lake, they would not be considered jurisdictional under the CDFW Lake and Streambed Alteration Program. The program states: “An entity shall not substantially divert or obstruct the natural flow of, or substantially change or use any material from the bed, channel, or bank of, any river, stream, or lake, or deposit or dispose of debris, waste, or other material containing crumbled, flaked, or ground pavement where it may pass into any river, stream, or lake….” Furthermore, the active dairy/effluent pond is an isolated feature and is not tributary to, nor has a significant nexus (biological, chemical, or physical connection) to traditional navigable waters of the United States. Therefore, the artificial basins on the Project site would not be considered federally jurisdictional under the Clean Water Act (CWA).

Based on the field investigation conducted, no wetlands or jurisdictional resources regulated by the United State Army Corps of Engineers (USACE), CDFW, or the Regional Water Quality Control Board (RWQCD) were documented within the Phase I area. Similarly, the Phase II area contains an artificial basin that would not be considered federally jurisdictional.

Additionally, Project construction and operation would be subject to prepare a Water Quality Management Plan (WQMP), Storm Water Pollution Prevention Plan (SWPPP) and comply with the National Pollutant Discharge Elimination System (NPDES) permit and the San Bernardino County Regional Municipal Separate Stormwater Sewer System (MS4) code provisions. Refer to ***Section 4.10: Hydrology*** for additional information.

Wildlife Movement Corridors

The Project site is surrounded by various forms of existing development. The Project Site is completely bordered by high traffic roads, commercial/residential development, active dairy/agricultural facilities and does not represent a wildlife movement corridor or route between open space habitats. Therefore, it is highly unlikely that the Project site occupies an important location relative to regional wildlife movement.

4.4.3 Regulatory Setting

Federal

Federal Endangered Species Act

The Federal Endangered Species Act (FESA), as amended, protects, and conserves any species of plant or animal and their habitats that are threatened or endangered with extinction. The "take" of endangered species is prohibited under FESA Section 9. The term "take" in this instance means to "harass, harm, pursue, hunt, wound, kill, trap, capture, collect, or attempt to engage in any such conduct." FESA Section 7 requires federal agencies to consult with the USFWS on proposed federal actions that may affect any endangered, threatened, or proposed species or critical habitat that may support the species. FESA Section 4(a) requires that critical habitat be designated by the USFWS "to the maximum extent prudent and determinable, at the time a species is determined to be endangered or threatened." This provides guidance for planners/managers and biologists by indicating locations of suitable habitat and where preservation of a species has high priority. FESA Section 10 provides the regulatory mechanism for incidental take of a listed species by private interests and nonfederal government agencies during lawful activities. Habitat Conservation Plans (HCPs) for the impacted species must be developed in support of incidental take permits to minimize impacts to the species and formulate viable mitigation measures.

Migratory Bird Treaty Act

The Migratory Bird Treaty Act of 1918 (MBTA; 16 United States Code [USC] Section 703-712 et seq.) is a federal statute that affirms and implements four international conservation treaties that the United States entered into with Canada, Mexico, Japan, and Russia. This treaty is intended to protect shared migratory bird resources and ensures the sustainability of populations. The MBTA governs the transportation of migratory birds, their eggs, their parts, and their nests. It also prohibits the sale, purchase, barter, or

offering of these items, except under a valid permit or as permitted in the implementing regulations. USFWS administers permits concerning migratory birds in accordance with the MBTA. According to the Code of Federal Regulations (CFR), one can locate this list of protected migratory bird species under CFR Title 50 Part 10.13 (10.13 list). The 10.13 list was last updated in 2020, incorporating the most current scientific information on taxonomy and natural distribution.

Clean Water Act, Section 404

The USACE regulates discharge of dredged or fill material into waters of the United States, including wetlands under the CWA. Activities in waters of the United States regulated under this program include fill for development, water resource projects, infrastructure development and mining projects. A permit is required before dredged or fill material may be discharged into waters of the United States, which entails assessment of potential adverse impacts to USACE wetlands and jurisdictional waters and any mitigation measures that the USACE requires unless the activity is exempt from Section 404 regulation (e.g., certain farming and forestry activities). Section 7 consultation with USFWS may be required for impacts to a federally-listed species. If cultural resources may be present, Section 106 review may also be required. When a Section 404 permit is required, a Section 401 Water Quality Certification is also required from the Regional Water Quality Control Board (RWQCB).

Clean Water Act, Section 401 and 402

Section 401(a)(1) of the CWA specifies that any applicant for a federal license or permit to conduct any activity that may result in any discharge into navigable waters shall provide the federal permitting agency with a certification, issued by the state in which the discharge originates, that any such discharge will comply with the applicable provisions of the CWA. In California, the applicable RWQCB must certify that the Project will comply with water quality standards. Permits requiring Section 401 certification include USACE Section 404 permits and National Pollutant Discharge Elimination System (NPDES) permits issued by the U.S. Environmental Protection Agency (EPA) under Section 402 of the CWA. NPDES permits are issued by the applicable RWQCB. The City of Ontario is in the jurisdiction of the Santa Ana RWQCB (Region 8).

State

California Fish and Game Code, Section 1600

The California Fish and Game Code (CFGC) Section 1600 requires a Project proponent to notify the CDFW of any proposed alteration of streambeds, rivers, and lakes. The intent is to protect habitats that are important to fish and wildlife. CDFW may review and place conditions on the Project, as part of a Streambed Alteration Agreement (SAA), that address potentially significant adverse impacts within CDFW's jurisdictional limits.

California Fish and Game Code, Section 3503.5, 3511, 3515,3800

Section 3503.5 of the CFGC states that it is "unlawful to take, possess, or destroy any birds in the order Falconiformes or Strigiformes (birds of prey) or to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by this code or any regulation adopted pursuant thereto." Activities

that result in the abandonment of an active bird of prey nest may also be considered in violation of this code. In addition, CFGC, Section 3511 prohibits the taking of any bird listed as fully protected, and CFGC, Section 3515 states that it is unlawful to take any non-game migratory bird protected under the MBTA. Section 3800 states that it is unlawful to take any nongame bird except as provided in this code or in accordance with regulations of the commission or, when relating to mining operations, a mitigation plan approved by the department.

California Endangered Species Act

The California Endangered Species Act (CESA), enacted in 1970 and amended in 1984, is a California law that conserves and protects plant and animal species at risk of extinction. It generally parallels the main provisions of the FESA and is administered by the CDFW. Plant and animal species may be designated threatened or endangered under CESA after a formal listing process by the CFGC. With already approximately 250 species currently listed, a CESA-listed species, or any part or product of the plant or animal, may not be imported into the state, exported out of the state, "taken" (i.e., killed), possessed, purchased, or sold without proper authorization. Implementation of CESA has reduced and avoided impacts to California's most imperiled plants and animals, has protected hundreds of thousands of acres of vital habitat, and has led to a greater scientific understanding of California's incredible biodiversity. Candidate species may be afforded temporary protection as though they were already listed as threatened or endangered at the discretion of the Fish and Game Commission. Unlike the FESA, CESA does not include listing provisions for invertebrate species. Under certain conditions and if the take is incidental to otherwise lawful activities, CESA has provisions for take through Incidental Take Permits (ITP) or memorandum of understanding (MOU). In addition, some sensitive mammals and birds are protected by the State as "fully protected species." California "species of special concern" are species designated as vulnerable to extinction due to declining population levels, limited ranges, and/or continuing threats. This list is primarily a working document for the CDFW's California Natural Diversity Database (CNDDB), which maintains a record of known and recorded occurrences of sensitive species. Informally listed taxa are not protected per se but warrant consideration in the preparation of biological resources assessments.

Porter-Cologne Water Quality Control Act

The Porter-Cologne Water Quality Control Act provides for statewide coordination of water quality regulations. The State Water Resources Control Board (SWRCB) was established as the Statewide authority and nine separate RWQCBs were developed to oversee water quality on a day-to-day basis.

The SWRCB is the primary agency responsible for protecting water quality in California. As discussed above, the RWQCBs regulate discharges to surface waters under the CWA. In addition, the RWQCBs are responsible for administering the Porter-Cologne Water Quality Control Act.

Pursuant to the Porter-Cologne Water Quality Control Act, the state is given authority to regulate waters of the state, which are defined as any surface water or groundwater, including saline waters. As such, any person proposing to discharge waste into a water body that could affect its water quality must first file a Report of Waste Discharge if Section 404 of the CWA is not required for the activity. "Waste" is partially defined as any waste substance associated with human habitation, including fill material discharged into water bodies.

Natural Community Conservation Planning Act

In 1991, the California Natural Community Conservation Planning Act (NCCP Act; CFGC Section 1900 et seq.) was approved and the NCCP Coastal Sage Scrub program was initiated in southern California. California law (CFGC Section 2800 et seq.). The Act established the NCCP program "to provide for regional protection and perpetuation of natural wildlife diversity while allowing compatible land use and appropriate development and growth." The NCCP Act encourages preparation of plans that address habitat conservation and management on an ecosystem basis rather than one species or habitat at a time.

CDFW Lake and Streambed Alteration Program

The Lake and Streambed Alteration Program requires that an entity shall not substantially divert or obstruct the natural flow of, or substantially change or use any material from the bed, channel, or bank of, any river, stream, or lake, or deposit or dispose of debris, waste, or other material containing crumbled, flaked, or ground pavement where it may pass into any river, stream, or lake.

Local

City of Ontario General Plan – The Ontario Plan 2050

The Ontario Plan (TOP) 2050 Environmental Resources Element defines the ethic to guide management of the City's environmental resources; establishes goals for Environmental Infrastructure; maps environmental justice areas; and establishes policies that support system integration, resource conservation and regeneration, energy independence, environmental justice, and healthy communities. Included in TOP 2050 is the Policy Plan, which is a framework that would guide the City's future growth through the application of policies and goals. The following goals of TOP 2050 relate to visual and scenic resources. The TOP 2050 Environmental Resources Element contains policies which pertain to biological resources.

The following policy contained in the Environmental Resources Element is relevant to the Project:

Environmental Resources Element[4]

Goal ER5	**Protected high value habitat and farming and mineral resource extraction activities that are compatible with adjacent development.**
Policy ER5-1	Habitat Conservation Areas. We support the protection of biological resources through the establishment, restoration, and conservation of high-quality habitat areas.
Policy ER5-2	Entitlement and Permitting Process. We comply with state and federal regulations regarding protected species.
Policy ER5-4	Transition of Farms. We protect both existing farms and sensitive uses around them as agricultural areas transition to urban uses.

[4] City of Ontario. 2022. *TOP 2050, Environmental Resources Element*. https://www.ontarioca.gov/about-ontario-ontario-plan-policy-plan/environmental-resources. (accessed March 2023).

City of Ontario Municipal Code

Municipal Code, Section 6.05.020

Section 6.05.020, Tree Preservation Policy and Protection Measures, of the Ontario Development Code establishes policies and measures that would further the preservation, protection, and maintenance of established and healthy heritage trees within the City. A Heritage Tree is one that is designated for preservation as a tree of historic or cultural significance, or a tree of importance to the community due to any one of the following factors:

- It is one of the largest or oldest trees of species located within the City and has a trunk diameter of 18 inches or greater when measured at 54 inches above grade;
- It has a historical significance due to association with a historic building, site, street, person, or event;
- It is a defining landmark or significant outstanding feature of a neighborhood or district, typical of early Ontario Landscapes. This includes Camphor Tree (*Cinnamomum camphora*), Deodar Cedar (*Cedrus deodara*), London Planetree (*Platanus acerifolia*), Cork Oak (*Quercus suber*), Holly Oak (*Quercus ilex*), and California Pepper (*Schinus molle*);
- It is a Native Tree. This means that it is one of the following California native tree species with a trunk diameter of more than 8 inches, measured at 54 inches above natural grade: California Sycamore (*Platanus racemose*), Torrey Pine (*Pinus torreyana*), Coast Live Oak (*Quercus agrifolia*), Engelmann Oak (*Quercus engelmannii*), Valley Oak (*Quercus lobata*), or California Bay (*Umbellularia californica*).

Healthy Heritage Trees that are approved for removal shall be replaced with new trees with a total trunk diameter equal to the tree(s) removed, or as deemed appropriate by the Approve Authority based on lot size and available planting space. Replacement trees are to be in addition to the quantity of trees required for landscaping. The Approving Authority is responsible for reviewing the landscape plan and approving appropriate species for tree replacement (The Ontario Plan 2022).

Several blue gum (*Eucalyptus globulus*) and red gum (*Eucalyptus camaldulensis*) are located adjacent to the northeast and western Project Site boundaries, although these are not known to be Heritage Trees meeting the criteria set forth above.

Municipal Code, Volume II, Chapter 2

The City's Municipal Code (MC), Volume II, Chapter 2 contains a provision for "Parkway Tree Regulations" (Ordinance 1664), to preserve parkway trees and to regulate the maintenance and removal of such trees. Parkway is defined as "…that portion of any public street right-of-way between the right-of-way boundary line and the curb line, and also the area enclosed within the curb lines of a medial divider." The property owner abutting upon public rights-of-way (ROW) is responsible to water any tree located in the parkway and for trimming that can be done from the ground to preserve the neat appearance and non-obstructed use of the parkway, while the City is responsible for all major pruning. Removal or relocation of any parkway tree requires prior authorization from the Public Works Agency of the City through a permit process, and planting of a replacement tree, whenever feasible, shall be a condition included in any permit

issued by the City for the removal of any parkway tree. Alternatively, a cash-in-lieu deposit may be accepted by the City as an alternate to the actual planting of any required parkway tree based on a fair value established by the Public Facilities Manager.

City of Ontario Biological Resources Habitat Mitigation Fee[5]

Since the Settlement Agreement, the City has established a habitat mitigation fee to cover potential environmental impacts to the Burrowing Owl, Delhi sands flower-loving-fly (DSFLF), raptor foraging, loss of open space, and agricultural lands. Development impact fees for new development in Ontario Ranch were adopted on June 23, 2003, by the City Council. The Ontario Ranch development impact fees include a habitat mitigation fee of $4,320 per net acre for proposed residential, commercial, hotel and restaurant, office, and industrial development. Mitigation fees have been collected by the City and have been deposited into a trust fund to be used for the acquisition, restoration, rehabilitation, and maintenance of lands deemed to have long-term conservation value. Up to $500 of the fees may be used for DSFLF. In addition, current City procedure is to require a habitat assessment to determine existing habitat and biological resources on proposed development sites. If the assessment determines that there is potential habitat for sensitive species, focused protocol surveys are required. If potential DSFLF habitat is present, two-year (consecutive) protocol surveys per the USFWS Interim General Survey Guidelines for DSFLF are required.

The City has approved a Memorandum of Agreement with Inland Empire Resource Conservation District to administer the Greater Prado Basin Habitat Conservation Program and associated Ontario Ranch Habitat Mitigation Fees.

4.4.4 Impact Thresholds and Significance Criteria

According to Appendix G of the state CEQA Guidelines, a project would a have significant effect on the biological resources if the project would:

- Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service;
- Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service;
- Have substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means; or
- Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.

[5] City of Ontario. 2022. *TOP 2050 Final Supplemental Environmental Impact Report, Section 5.4, Biological Resources*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf. (accessed March 2023).

- Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?
- Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

Methodology

The Project and associated Plans, Program, and Policies in *Section 4.4.5* are evaluated as to the aforementioned significance criteria/thresholds, to determine the potential level of significance of any impact concerning biological resources. This analysis considers the existing regulatory framework (i.e., laws, ordinances, regulations, and standards) that avoid or reduce the potentially significant environmental impact. Where significant impacts remain despite compliance with the regulatory framework, feasible mitigation measures are recommended, to avoid or reduce the Project's potentially significant environmental impacts.

Biological Resource Survey

Consultant conducted a field survey of the Phase I area on October 7, 2022. The purpose of the field survey was to document the existing habitat conditions, obtain plant and animal species information, view the surrounding uses, assess the potential for state and federal waters, assess potential for wildlife movement corridors, and if critical habitat is present, assess for the presence of constituent elements.

Aerial imagery, topographic maps, as well as vegetation and rare plant maps were previously prepared for the region and were used to determine community types and other physical features that could support sensitive plants or wildlife within or adjacent to the Project site.

A general plant survey was conducted throughout the Phase I area and all plants observed were either identified in the field or collected and later identified using taxonomic keys. All animals identified during the reconnaissance survey by sight, call, tracks, scat, or other characteristic sign were documented. In addition to species actually detected, expected use of the site by other wildlife was derived from the analysis of habitats on the site, combined with known habitat preferences of regionally occurring wildlife species. Currently, the Applicant does not control the Phase II parcels therefore, a biological resources report was not completed at this time. At the time of Phase II development, it will undergo its own site-specific CEQA analysis. However, because the disturbance level, land use, and other environmental factors are generally consistent between the Phase I and Phase II areas, occurrence potential of special-status plant and wildlife species analyzed for the Phase I area is anticipated to be the same for the Phase II area.

Burrowing Owl Survey

The BUOW (SSC) uses predominantly open land, including grassland, agriculture, playa, sparse coastal sage scrub, and desert scrub habitats. The consultant concluded there would be a low potential for BUOW within the Project site. Suitable habitat including burrows larger than 4-inches in diameter, which is suitable habitat for the BUOW, was observed within and adjacent to the east of the Project site.

4.4.5 Plans, Programs, and Policies

PPP BIO-1 The Project shall comply with the Federal Endangered Species Act and Migratory Bird Treaty Act.

PPP BIO-2 The Project shall comply with the California Endangered Species Act and Fish and Game Code.

4.4.6 Impacts and Mitigation Measures

The following impact analysis addresses thresholds of significance.

Impact 4.4-1 ***Would the Project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?***

Level of Significance: Less than Significant with Mitigation Incorporated (Phase I Project) and Significant and Unavoidable (Phase II Only)

Specific Plan – Phase I

Construction

A substantial adverse effect to special-status species would occur if the Project would:

1) Reduce the population size or reduce the area of occupied habitat of a rare, threatened, or endangered species; or
2) Reduce the population size or reduce the area of occupied habitat of a locally uncommon species.

A substantial adverse effect on a special-status wildlife species occurs if the Project would:

1) Increase predation of a species, leading to population reduction;
2) Reduce habitat availability sufficiently to affect potential reproduction; or
3) Reduce habitat availability sufficiently to constrain the distribution of a species and not allow for natural changes in distributional patterns over time.

Project Implementation would cover a total of 84.1 acres within the City on 18 parcels allowing for a business park and mixed-use development. Furthermore, the Phase I area within the Project Specific Plan is mostly comprised of heavily disturbed active dairy and agricultural facilities.

Sensitive Plants

Refer to ***Table 4.4-1: Special-Status Plant Species Potentially Occurring in the Site Vicinity*** above. A total of thirteen sensitive plant species have potential to occur within the Project vicinity, however of these 13 plant species, eight were deemed to have no potential to occur, and five were not detected during the reconnaissance survey for the Phase I area. Lack of suitable habitat within the Project vicinity would make it difficult for these plant species to survive. Long-standing use of the Phase I area for agricultural uses

and other anthropogenic disturbances have likely altered soil chemistry and other substrate characteristics such that on-site soils are not likely capable of supporting those sensitive plant species known from the Project vicinity. Phase I area development would not eliminate significant amounts of habitat for potentially occurring special-status plant species, nor reduce population size of sensitive plant species below self-sustaining levels on a local or regional basis (if present). Therefore, the development of the Project would not result in a substantial adverse effect, either directly or through habitat modification, on any plant specifies identified as a candidate, sensitive or special status species in local or regional plans, policies, or regulation or by the CDFW or USFWS in the Phase I area. Hence, no significant impact to special-status plant species or their habitat would occur.

Sensitive Wildlife

Two special-status wildlife species were directly observed in the Phase I area. The species observed were the Northern harrier (SCC) and the White-faced ibis (CWL). Additionally, several species observed during the survey were deemed to have a moderate occurrence potential (primarily as foragers). Most remaining potentially occurring sensitive wildlife species are not expected to occur on-site due to lack of suitable habitat. Impacts to agricultural-related habitats could amount to an incremental reduction of potential foraging habitat for certain species that may be considered locally adverse. However, development would not eliminate significant amounts of habitat for these species, nor reduce population size below self-sustaining levels on a local or regional basis, and impacts would be less than significant.

Nesting Birds

Most native bird species are protected under the federal MBTA and CDFG Code Sections 3503, 3503.5, and 3800 which prohibit take, possession, or destruction of birds, their nests, or eggs. If it were later determined that active nests of any of special-status or native species would be lost or indirectly impacted as a result of site-preparation, it could result in adverse impacts and would be in conflict with these regulations. If construction activities (e.g., site disturbances) are proposed during the nesting season, a nesting bird survey(s) may be required prior to development. Development activities performed outside of the avian breeding season (generally September 1 to December 31) usually eliminates the need to conduct pre-activity nesting surveys for most native species known from the site vicinity and ensure that there were no constraints to construction relative to the MBTA/CDFG Code. Compliance with the MBTA/CDFG Code would be necessary prior to development; however, no special permit or approval is typically required in most instances where BUOW are not present. Development activities performed outside of the avian breeding season would generally eliminate the need to conduct pre-activity nesting surveys for most common native species (other than BUOW) known from the Project site vicinity, and likely ensure that there were no constraints to construction relative to the MBTA/CDFG codes.

Suitable foraging and nesting habitat for the Cooper's hawk (SSC), sharp-shinned hawk (CWL), golden eagle (CWL,SFP), great egret (Nesting Colony), great blue heron (Nesting Colony), ferruginous hawk (CWL), snowy egret (Nesting Colony), white-tailed kite (SFP), California horned lark (CWL), Swainson's hawk (ST), merlin (CWL), prairie falcon (CWL), loggerhead shrike (SSC), California gull (CWL), long-billed curlew (CWL), and double crested cormorant (CWL) was observed in the Phase I area within the agricultural fields and the artificially created unvegetated dairy effluent retention ponds. The Project would adhere to the required Ontario Ranch development impact fees which include a habitat mitigation fee of $4,320 per net

acre for proposed residential, commercial, hotel and restaurant, office, and industrial development. These paid mitigation fees would then be collected by the City and be deposited into a trust fund to use for the acquisition, restoration, rehabilitation, and maintenance of lands deemed to have long-term conservation value. As stated in *Section 4.4.3: Regulatory Setting*, the City has approved a Memorandum of Agreement with Inland Empire Resource Conservation District to administer the Greater Prado Basin Habitat Conservation Program and associated Ontario Ranch Habitat Mitigation Fees. Additionally, **MM BIO-1** would require a qualified biologist to conduct a nesting bird survey(s) to be reviewed by the City to reduce impacts to nesting birds to less than significant levels.

Many North American bat species tend to congregate at preferred roosting sites or at isolated water sources, several field methods are available to identify species and broad habitat associations (e.g., tree cavities, exfoliating bark, bark fissures, crevices, cliff faces, and/or dense foliage). Suitable foraging and roosting habitat for the pallid bat (SSC), Townsend's big-eared bat (SSC), and the western mastiff bat (SSC) was observed within the Phase I area. Potential impacts to foraging habitat for these species would be mitigated to a level of less than significant level with implementation of **MM BIO-2**. **MM BIO-2** would require a qualified biologist to determine whether potential roosting sites for bats may be affected through exit counts and acoustic surveys that would be performed prior to ground disturbance activities. If the results of the bat survey find a total of one single roosting individual of a special status bat species or 25 or more individuals of a non-special status bat species with potential to be present in the Phase I area (i.e., western Mastiff bat, big free-tailed bat, or pallid bat), a Bat Management Plan shall be developed to ensure mortality to bats does not occur. The plan would be reviewed and approved by the CDFW.

Although there is suitable foraging and nesting habitat located on the Project site for the aforementioned species, suitable habitat for breeding was not documented within the Project site, and mitigation would reduce potential impacts to these species to less than significant levels. Furthermore, the biological assessment prepared did not document any sensitive or undisturbed native habitats within the Project site.

Burrowing Owl (BUOW)

Furthermore, suitable habitat including burrows larger than 4-inches in diameter, which is suitable habitat for the BUOW, was observed within and adjacent to the east of the Project site. Although there is suitable habitat for the BUOW, potential impacts to refugia, nesting and foraging habitat for this species would be mitigated to a level of less than significant following implementation of **MM BIO-3** which would ensure BUOW surveys are completed prior to construction. **MM BIO-3** would implement focused and preconstruction surveys to ensure potential impacts to refugia, nesting, and foraging habitat for the BUOW would be reduced to less than significant levels. Upon arrival at the survey area and prior to initiating the walking surveys, the biologist would use binoculars and/or spotting scope to scan suitable habitat. A total of four (4) surveys would be conducted with at least one site visit between February 15th and April 15th, and a minimum of three surveys at least three weeks apart between April 15th and July 15th. Furthermore, one site visit will occur after June 15th.

BUOW is a CDFW Species of Special Concern. The BUOW uses predominantly open land, including grassland, agriculture, playa, sparse coastal sage scrub, and desert scrub habitats. Suitable burrows larger than 4 inches in diameter and foraging habitat for the BUOW were documented within and adjacent to

the east of the Phase I area. However, despite that fact that the site has been exposed to long-standing disturbances, the BUOW (low-occurrence potential) often occur in less than optimal and/or disturbed conditions. While this species is not protected by state or federal endangered species acts, BUOW (and other native avian species) are protected under the MBTA and CDFG Code Sections 3503, 3503.5, and 3800 which prohibits take, possession, or destruction of birds, their nests, or eggs (in particular raptor species such as BUOW). If it were later determined that active nests of BUOW (or other native species) would be lost as a result of Project site-preparation, it could result in significant adverse impacts and would be in conflict with these regulations. Specific BUOW survey and mitigation guidelines were developed and described in the 2012 CDFG Staff Report on Burrowing Owl Mitigation in order to reduce project-related impacts to BUOW (**MM BIO-3**). If Project site-preparation activities occur within potential BUOW habitat, a pre-construction BUOW / Initial Take Avoidance Survey conducted no less than 14 days prior to initiating ground disturbance activities using the recommended methods described in the 2012 Staff Report is required by CDFG to determine if active nests of species protected by the MBTA and/or CDFG codes are present in the construction zone for CEQA compliance and to subsequently evaluate appropriate measures that may reduce potential adverse project-related impacts. Therefore, implementation of **MM BIO-3** would reduce impacts to less than significant.

Operations

Operations of the Project would not have a significant effect on sensitive plants, animals, or their habitat. Once construction activities for the Project are completed, no additional impacts would occur with Project operations as it relates to sensitive species. Therefore, impacts would be less than significant, and no further mitigation would be required.

Specific Plan – Phase II Future Development Areas

Construction and Operations

Refer to Phase I discussion above. The Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals at this time. Upon commencement of project-level CEQA review for the Phase II area, a focused biological resources assessment and site reconnaissance survey would be conducted, similar to that of the Phase I analysis. During future development of the Phase II area, existing vegetation and habitat would be removed by grading, excavation, and other construction activities. Note that, in its current state, the Project site is devoid of vegetation or dominated by ornamental, non-native and native species commonly detected in disturbed habitats. These disturbed habitats would be removed upon implementation of Phase II. Similar to Phase I, development occurring within the Phase II area would be subject to **MM BIO-1** through **MM BIO-3** to reduce potential impacts to special status wildlife species. However, in the absence of focused biological surveys, impacts within the Phase II area are not fully known and could be potentially significant. At the time of the project-level CEQA analysis and associated biological resources assessment of the Phase II area, unforeseen site conditions could be discovered that warrant a finding of potentially significant impact. In that case, a subsequent CEQA analysis, in the form of a subsequent EIR or EIR Addendum, may be required pursuant to Sections 15162(a) and 15164 of the State CEQA Guidelines. This determination will be made by City staff at the time of future Phase II area site-specific development applications.

A focused biological resources assessment and impact analysis would be conducted for future development areas prior to approval of any development in this region to ensure potential adverse effects to sensitive species and resources would be minimized. Furthermore, any focused surveys and required mitigation measures would be implemented prior to Project approval and construction initiation (refer to **MM BIO-4** below). Future development would modify the existing habitat when Planning Areas 2B and 3B are completed; however, impacts on sensitive species due to habitat modifications would be minimized with mitigation incorporated along with compliance with applicable plans, policies and programs, including the proposed Project Specific Plan and TOP 2050.[6] Furthermore, the proposed Project Specific Plan land use designations are the same land use designations as contained in TOP 2050. As mentioned above, a subsequent CEQA analysis may be required should the new information presented by the focused surveys or focused biological resources assessment indicate that the Project will have significant impacts relating to biological resources.

Conclusion

As noted above, the Project is not anticipated to significantly impact sensitive species. The proposed Project Specific Plan proposes the same land uses as contained in the City's TOP 2050. **MM BIO-1** through **MM BIO-4** would be required to reduce impacts. For the Phase I portion of the Project, impacts would be reduced to less than significant levels. However, because the extent of impacts within the Phase II area cannot be known at this time, Project impacts relating to biological resources within the Phase II area are considered potentially significant and unavoidable even with the implementation of recommended mitigation.

Mitigation Measures

MM BIO-1 **Nesting Bird and Raptor Preconstruction Survey.** Regulatory requirement for potential direct/indirect impacts to nesting common and sensitive bird and raptor species will require compliance with the CDFG Code Section 3503. Construction outside the nesting season (between Septem^{be}r 1st and Janua^{ry} 31st) do not require pre-removal nesting bird surveys. If construction is proposed during nesting season (February 1st and August 31st), a qualified biologist will conduct a nesting bird survey(s) no more than three (3) days prior to initiation of grading to document the presence or absence of nesting birds within or directly adjacent (200 ft -500 ft for raptors) to the Project site.

The survey(s) will focus on identifying any raptors and/or bird nests that are directly or indirectly affected by construction activities. If active nests are documented, the qualified biologist will prepare and implement specific measures to prevent abandonment of the active nest. At a minimum, grading in the vicinity of a nest will be postponed until the young birds have fledged. The perimeter of the nest setback zone will be fenced or adequately demarcated with stakes and flagging at 20-foot intervals, and construction personnel and activities will be restricted from the area.

[6] City of Ontario. 2022. *TOP 2050 Final Supplemental Environmental Impact Report, Section 5.4, Biological Resources*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf. (accessed March 2023).

The biologist shall establish a no-disturbance buffer around each active nest. The buffer area will be determined by the biologist based on the species present, surrounding habitat, and type of construction activities proposed in the area. The survey report will be submitted by the qualified biologist to the City of Ontario for review and approval prior to initiation of grading in the nest-setback zone.

Additionally, the qualified biologist will serve as a construction monitor during those periods when construction activities occur near active nest areas to ensure that no inadvertent impacts on these nests occur. A final monitoring report of the findings, prepared by a qualified biologist, will be submitted to the City of Ontario documenting compliance with the CDFG Code. Any nest permanently vacated for the season would not warrant protection pursuant to the CDFG Code.

MM BIO-2 **Focused Bat Survey.** Prior to implementation of Project activities, a qualified biologist shall be retained to determine whether potential roosting sites for bats may be affected. For large ornamental trees suitable for bat roosting/nursery, exit counts and acoustic surveys shall be performed prior to initial ground disturbance, vegetation or structure removal to determine whether the Project Site and a 300-foot buffer supports a nursery or roost, and by which species. This work will occur between late -spring and late summer and/or in the fall (generally mid-March through late October).

If the results of the bat survey find a total of a single roosting individual of a special status bat species or 25 or more individuals of a non-special status bat species with potential to be present in the Project Site (i.e., western Mastiff bat, big free-tailed bat, or pallid bat), a Bat Management Plan shall be developed to ensure mortality to bats does not occur. For each location confirmed to be occupied by bats, the plan will provide details both in text and graphically where exclusion devises/and or staged tree removal will need to occur, the timing for exclusion work and the timeline and methodology needed to exclude the bats. The plan will need to be reviewed and approved by CDFW prior to disturbance of the roost(s).

MM BIO-3 **Focused and Preconstruction Burrowing Owl Surveys.** Focused surveys for burrowing owl will be conducted in accordance with the March 7, 2022, CDFG staff report on Burrowing Owl Mitigation. Specifically, A total of 4 surveys will be conducted: 1) at least one site visit between Februa[ry] 15th and Apr[il] 15th, and 2) a minimum of three (3) surveys, at least three weeks apart, between Apr[il] 15th and Ju[ly] 15th, with at least one visit after Ju[ne] 15th. A report of the findings prepared by a qualified biologist shall be submitted to the City of Ontario prior to any permit or approval for ground disturbing activities.

A 14-day burrowing owl preconstruction survey will also be conducted immediately prior to the initiation of ground-disturbing construction to ensure protection for this species. The survey will be conducted in compliance with CDFW guidelines (CDFW 2012). A report of the findings prepared by a qualified biologist shall be

submitted to the City of Ontario prior to any permit or approval for ground disturbing activities.

If burrowing owls are detected on-site during the focused surveys or 14-day preconstruction survey efforts, during the breeding season (February 1st to August 31st) then construction activities shall be limited to beyond 300 feet of the active burrows until a qualified biologist has confirmed that nesting efforts are compete or not initiated. In addition to monitoring breeding activity, if construction is proposed to be initiated during the breeding season or active relocation is proposed, a burrowing owl relocation plan will be developed and approved by the City of Ontario, CDFW and USFWS.

MM BIO-4 **Programmatic Assessment Area CEQA Analysis.** The Programmatic Assessment Area located within the southwest region of the Specific Plan Boundary, including APN's 1053-281-01, -02, -03, -04, -05, 07 and – 08, was not evaluated for biological resources as part of this analysis. To ensure that potential adverse effects to sensitive species and resources are reduced to a less than significant level, a focused biological resources assessment and impact analysis shall be conducted in the un-surveyed portion of the Specific Plan Boundary prior to approval of development within this region. In addition to completing CEQA review, any focused surveys and required mitigation measures shall be implemented prior to project approval and initiation of construction.

Impact 4.4-2 ***Would the Project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?***

Level of Significance: Less than Significant with Mitigation Incorporated (Phase I Project) and Significant and Unavoidable (Phase II Only)

Specific Plan - Phase I

Construction and Operations

As previously mentioned, the Phase I area is heavily disturbed and mostly consists of active dairy and agricultural facilities. A total of 70.04 acres of vegetation communities would be directly impacted as a result of project implementation as summarized in ***Table 4.4-3: Project Site Vegetation Community Impacts.*** However, no riparian, sensitive, or undisturbed native/natural habitats were documented during the biological assessment. In addition, no riparian scrub, forest, or woodland habitat was observed within the artificially created dairy effluent retention ponds located within the Phase I area. Furthermore, the adherence to the City's Biological Resources habitat mitigation fee, described previously, would reduce potential impacts to Burrowing Owl, raptor foraging, loss of open space, and agricultural lands to a less than significant level.

Table 4.4-3: Project Site Vegetation Community Impacts

Vegetation Community	On-site Acres	Off-site Acres	Total/Impacted
Active Dairy	31.17	2.69	33.86
Active Agriculture	25.71	1.62	27.33
Disturbed	3.02	4.04	7.06
Developed	--	1.18	1.18
Ornamental	0.08	0.53	0.61
Total	**59.98**	**10.06**	**70.04**

Source: Cadre Environmental. 2022. *Biological Resources Technical Report*. Page 7. See **Appendix C**.

Specific Plan – Phase II Future Development Areas

Construction and Operations

Refer to Phase I discussion above. The Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals at this time. Furthermore, the proposed Project Specific Plan land use designations are the same land use designations as contained in TOP 2050. When Phase II Planning Areas 2B and 3B are completed, impacts to riparian habitat would be minimized with compliance with applicable plans, policies and programs, including the proposed Project Specific Plan and TOP 2050.[7] However, in the absence of focused biological surveys, impacts within the Phase II area are not fully known and could be potentially significant. At the time of the project-level CEQA analysis and associated biological resources assessment of the Phase II area, unforeseen site conditions could be discovered that warrant a finding of potentially significant impact. In that case, subsequent CEQA analysis, in the form of a subsequent EIR or EIR Addendum, may be required pursuant to Sections 15162(a) and 15164 of the State CEQA Guidelines. This determination will be made by City staff at the time of future Phase II area site-specific development applications.

A focused biological resources assessment and impact analysis would be conducted for Future Development Areas area prior to approval of any development in this region to ensure potential adverse effects to sensitive species and resources would minimized. Furthermore, any focused surveys and required mitigation measures would be implemented prior to Project approval and construction initiation (refer to **MM BIO-4** located above in Impact 4.4-1). As mentioned above, a subsequent CEQA analysis may be required should the new information presented by the focused surveys or focused biological resources assessment indicate that the Project will have significant impacts relating to biological resources.

Conclusion

As noted above, the Project is not anticipated to significantly impact any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service. Impacts would be less than significant with mitigation incorporated. Adherence to the City's habitat mitigation fee would be required to reduce impacts to less significant levels. For the Phase I portion of the Project, impacts would be reduced to less than significant levels. However, because the extent of impacts within the Phase II area cannot be known at this time, Project impacts relating to biological resources within the Phase II area are considered potentially significant and unavoidable even with the implementation of recommended mitigation.

[7] Ibid.

Mitigation Measures

MM BIO-4 would apply.

Impact 4.4-3 ***Would the Project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?***

Level of Significance: Less than Significant (Phase I Project) and Significant and Unavoidable (Phase II Only)

Specific Plan – Phase I

Construction and Operations

Jurisdictional Resources

The presence of wetland hydrology was evaluated throughout the Phase I area by recording the extent of observed surface flows, depth of inundation, depth to saturated soils, and depth to free water in the soil pits. Indicators of wetland or riverine hydrology were then recorded, such as watermarks, drift lines, rack, debris, and sediment deposits. Additionally, indicators of hydric soils, such as redoximorphic features, buried organic matter, organic streaking, reduced soil conditions, gleied or low-chroma soils, or sulfidic odor were recorded. Based on the field investigation of the Phase I area conducted by Cadre Environmental, no wetlands or jurisdictional resources regulated by the USACE, CDFW, or RWQCB were documented within the Phase I area.[8]

The on-site active dairy/effluent pond would not be subject to federal wetland regulatory requirements and would not be considered a freshwater pond. Furthermore, the active artificially created, unvegetated, dairy effluent retention ponds are devoid of wetland, riparian scrub, forest, and/or woodland habitats. The active dairy/effluent pond is not connected to a natural stream and does not divert natural flow from any river, stream, or lake. Since these waters are not a part of a natural stream, river, or lake, they would not be considered jurisdictional under the CDFW Lake and Streambed Alteration Program. The program states: "An entity shall not substantially divert or obstruct the natural flow of, or substantially change or use any material from the bed, channel, or bank of, any river, stream, or lake, or deposit or dispose of debris, waste, or other material containing crumbled, flaked, or ground pavement where it may pass into any river, stream, or lake…." Furthermore, the active dairy/effluent pond is an isolated feature and is not tributary to, nor has a significant nexus (biological, chemical, or physical connection) to traditional navigable waters of the United States. Therefore, a less than significant impact would occur.

Specific Plan – Phase II Future Development Areas

Construction and Operations

Refer to Phase I discussion above. The Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals at this time. Furthermore, the proposed Project Specific Plan land use designations are the same land use designations as contained in TOP 2050. Phase II would be located on Planning Areas 2B and 3B. Furthermore, any focused surveys and required mitigation measures

[8] Cadre Environmental. 2022. *Biological Resources Technical Report*. Page 39. See **Appendix C.**

would be implemented prior to Project approval and construction initiation (refer to **MM BIO-4** located above in *Impact 4.4-1*) However, because the extent of impacts within the Phase II area cannot be known at this time, Project impacts relating to biological resources within the Phase II area are considered potentially significant and unavoidable even with the implementation of recommended mitigation.

Conclusion

As noted above, the Project is not anticipated to significantly impact federally protected wetlands, as no federally protected wetlands exist in the Project area. For the Phase I portion of the Project, impacts would be less than significant. However, because the extent of impacts within the Phase II area cannot be known at this time, Project impacts relating to biological resources within the Phase II area are considered potentially significant and unavoidable even with the implementation of recommended mitigation.

Mitigation Measures

Refer to **MM BIO-4**.

Impact 4.4-4 ***Would the Project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?***

Level of Significance: Less than Significant with Mitigation Incorporated (Phase I Project) and Significant and Unavoidable (Phase II Only)

Specific Plan – Phase I

Construction

Wildlife Movement Corridors

The Phase I area is currently developed with manmade structures and is surrounded by development including high traffic roads, commercial/residential development, active dairy/agricultural facilities, and therefore, it is highly unlikely that the Phase I area occupies an important location relative to regional wildlife movement. As such, Project implementation would not have any substantial effect on local or regional wildlife movement. The Phase I area is separated from regional wildlife movement corridors associated with the Prado Dam Flood Control Basin and Santa Ana River. Therefore the Phase I area does not function as a wildlife movement corridor.

Furthermore, although vegetation, including trees and shrubs would provide nesting habitat for raptors and migratory birds protected under the CDFG Codes are present within the Phase I area, the Project would comply with CDFG Code Section 3503 and implementation of **MM BIO-1** would require a qualified biologist to conduct a nesting bird and raptor survey(s) no more than three (3) days prior to initiation of grading. Furthermore, construction activities outside of the nesting season (between September 1st and January 31st) would not require any preconstruction nesting bird survey(s).

The Phase I area does not represent a wildlife movement corridor or route between open space habitats. Additionally, the Phase I area is separated from regional wildlife movement corridors associated with the Prado Damn Flood Control Basin and Santa Ana River. Therefore, the Phase I area does not function as a

wildlife movement corridor. With implementation of **MM BIO-1**, Project development would not impede on any native resident or migratory fish or wildlife species and would not be located in a migratory wildlife corridor. Therefore, with mitigation incorporated, impacts would be reduced to a less than significant level.

Operations

The Phase I area does not function as a wildlife movement corridor. As previously stated, the Phase I area has been previously disturbed for agricultural use with multiple manmade structures present. Operation of the Project would involve mixed-use and business park infrastructure within the Phase I area. This usage would be consistent with previous uses of the site in that both would reduce the area's ability to act as a natural wildlife corridor. Therefore, operation of the Project would not interfere with the movement of any native resident or migratory fish or wildlife species. Thus, operation of the Project would not create a significant impact.

Specific Plan – Phase II Future Development Areas

Construction and Operations

Refer to Phase I discussion above. Similar to the Phase I area, the Phase II area has been previously disturbed for agricultural use with multiple manmade structures present. Operation of the Project would involve mixed-use and business park infrastructure within the Phase II area. This usage would be consistent with previous uses of the site in that both would reduce the area's ability to act as a natural wildlife corridor. Additionally, the Project site (both the Phase I and II areas) is separated from regional wildlife movement corridors associated with the Prado Dam Flood Control Basin and Santa Ana River. Therefore, the Phase II area does not function as a wildlife movement corridor. Therefore, development of the Phase II area would not interfere with the movement of any native resident or migratory fish or wildlife species.

The Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals at this time. Furthermore, the proposed Project Specific Plan land use designations are the same land use designations as contained in TOP 2050. In consideration of the above, when the development of Phase II Planning Areas 2B and 3B are completed, impacts to wildlife corridors are anticipated to remain less than significant with mitigation and compliance with applicable plans, policies and programs, including the proposed Project Specific Plan and TOP 2050.[9]

A focused biological resources assessment and impact analysis would be conducted for Future Development Areas prior to approval of any development in this region to ensure potential adverse effects to sensitive species and resources would be reduced to a less than significant level. Furthermore, any focused surveys and required mitigation measures would be implemented prior to Project approval and construction initiation (refer to **MM BIO-4** located above in Impact 4.4-1). As mentioned above, a subsequent CEQA analysis may be required should the new information presented by the focused surveys

[9] Ibid.

or focused biological resources assessment indicate that the Project will have significant impacts relating to biological resources.

Conclusion

As noted above, the Project is not anticipated to significantly impact any established native resident or migratory wildlife corridors, nor impede the use of native wildlife nursery sites.**MM BIO-1** is required to reduce impacts to less than significant levels. For the Phase I portion of the Project, impacts would be reduced to less than significant levels. However, because the extent of impacts within the Phase II area cannot be known at this time, Project impacts relating to biological resources within the Phase II area are considered potentially significant and unavoidable even with the implementation of recommended mitigation.

Mitigation Measures

MM BIO-1 and **MM BIO-4** would apply.

Impact 4.4-5 Would the Project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

Level of Significance: Less than Significant with Mitigation Incorporated (Phase I Project) and Significant and Unavoidable (Phase II Only)

Specific Plan – Phase I

Construction and Operations

A Heritage Tree is one that is designated for preservation as a tree of historic or cultural significance, or a tree of importance to the community. As noted above, the majority of the site is occupied by agricultural operations, associated access roads and agricultural residential uses. The site has sparse mature trees other than ornamental landscaping and the existing nursery located along Euclid Avenue. The nursery will be relocated prior to Project site construction activities. None of the trees on-site are known to meet the City's Heritage Tree policy (they are not known to be the oldest or largest of their kind, are not known to have any historic significance, are not known to be a defining landmark or significant outstanding feature of the area, and are not known to include any of the listed native trees with trunk diameter greater than eight inches).

As previously mentioned, several blue gum (*Eucalyptus globulus*) and red gum (*Eucalyptus camaldulensis*) are located in the northeast and western portions of the Project Site boundaries, although these trees do not meet the City's Heritage Tree policy criteria. Prior to any site clearing or grading, a tree inventory would be prepared to ensure compliance with Ontario MC Section 6.05.020, Tree Preservation Policy and Protection Measures (refer to **MM BIO-5**). This policy would ensure healthy Heritage Trees that are approved for removal would be replaced with new trees with a total trunk diameter equal to the trees removed, or as deemed appropriate by the Approve Authority. With implementation of **MM BIO-5**, impacts would be reduced to less than significant levels.

Specific Plan – Phase II Future Development Areas

Construction and Operations

Refer to Phase I discussion above. The Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals at this time. Furthermore, the proposed Project Specific Plan land use designations are the same land use designations as contained in TOP 2050. When Phase II Planning Areas 2B and 3B are completed, impacts to local policies or ordinances protecting biological resources would be minimized with mitigation incorporated and would comply with applicable plans, policies and programs, including the proposed Project Specific Plan and TOP 2050.[10] However, in the absence of focused biological surveys, impacts within the Phase II area are not fully known and could be potentially significant. At the time of the project-level CEQA analysis and associated biological resources assessment of the Phase II area, unforeseen site conditions could be discovered that warrant a finding of potentially significant impact. In that case, subsequent CEQA analysis, in the form of a subsequent EIR or EIR Addendum, may be required pursuant to Sections 15162(a) and 15164 of the State CEQA Guidelines. This determination will be made by City staff at the time of future Phase II area site-specific development applications.

A focused biological resources assessment and impact analysis would be conducted for the Phase II area prior to approval of any development in this region to ensure potential adverse effects to biological resources would minimized. The site-specific biological resources studies would include a Heritage Tree survey prior to approving any future development within the Project's Phase II area (refer to **MM BIO-5**). As mentioned above, a subsequent CEQA analysis may be required should the new information presented by the focused surveys or focused biological resources assessment indicate that the Project will have significant impacts relating to biological resources.

Conclusion

As noted above, the Project is not anticipated to significantly impact an established Tree Preservation Policy. The proposed Project Specific Plan proposes the same land uses as contained in the City's TOP 2050. Impacts would be less than significant with mitigation incorporated, along with compliance with applicable plans, policies and programs, including the proposed Project Specific Plan and TOP 2050. **MM BIO-5** is required to reduce impacts to less than significant levels. For the Phase I portion of the Project, impacts would be reduced to less than significant levels. However, because the extent of impacts within the Phase II area cannot be known at this time, Project impacts relating to biological resources within the Phase II area are considered potentially significant and unavoidable even with the implementation of recommended mitigation.

Mitigation Measures

MM BIO-5 **Tree Inventory.** Prior to implementation of Project site clearing or grading, a qualified biologist shall provide a tree inventory to ensure compliance with Ontario MC Section 6.05.020, Tree Preservation Policy and Protection Measures. Healthy Heritage Trees that are approved for removal shall be replaced with new trees with a total trunk

[10] Ibid.

diameter equal to the tree(s) removed, or as deemed appropriate by the Approving Authority based on lot size and available planting space. Replacement trees are to be in addition to the quantity of trees required for landscaping. The Approving Authority is responsible for reviewing the landscape plan and approving appropriate species for tree replacement (The Ontario Plan 2050).

Impact 4.4-6 ***Would the Project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?***

Level of Significance: No Impact

Specific Plan - Phase I and Phase II Future Development Areas

Construction and Operations

The Project is not located within or adjacent to a Conservation Program Area. The Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals at this time. Furthermore, the proposed Project Specific Plan land use designations are the same land use designations as contained in TOP 2050. Phase II future development area is not located within or adjacent to a Conservation Program Area. Therefore, implementation of the Project would not result in a conflict with the provisions of an adopted habitat conservation plan and no impact would occur. Therefore, no mitigation is required or proposed.

Conclusion

As noted above, the Project would not significantly impact an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. The proposed Project Specific Plan proposes the same land uses as contained in the City's TOP 2050. No impacts would occur, and no mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Project Specific Plan and TOP 2050.[11]

Mitigation Measures

No mitigation is necessary.

4.4.7 Cumulative Impacts

The cumulative study area for biological resources includes the southwestern San Bernardino County. This area consists of a variety of land uses that includes agricultural, residential, commercial, and industrial uses. The agricultural areas may include sensitive habitats which may contain special-status plants, migratory bird species, and jurisdictional resources. However, as discussed above the Project would implement mitigation measures to reduce impacts to the identified species to less than significant levels. Therefore, the Project would result in a less than significant contribution to cumulative impacts to these resources, and impacts would be less than cumulatively significant.

[11] Ibid.

Project development would not involve the removal of critical habitat and would not make a considerable contribution to the decline of wildlife species. The Project would remove potential raptor foraging habitat through development of the mixed-use and business park structures. Although the existing agriculture may provide foraging habitat for raptors, it is not expected to be valuable, as the lands are actively maintained to minimize use by small mammals (prey for raptors) and active ground squirrel management programs are continually implemented. This loss of potential raptor foraging habitat would not make a cumulatively considerable contribution to the regional decline of raptors.

Mitigation has been incorporated into the Project that would avoid direct impacts to any potentially sensitive wildlife species that may occur on-site. Therefore, the mitigation measures for the Project would mitigate the potential of the Project to cumulatively combine with other projects; and the Project Specific Plan would not contribute to the cumulative loss of any special status wildlife species.

Additionally, **MM BIO-3** would ensure focused surveys for BUOW would be conducted and potential BUOW impacts to less than significant levels.

The types of birds affected are common to the region and the number of individuals would be limited given the type of vegetation proposed for removal (i.e., agriculture, ornamental plantings). Based on the types of species and expected limited number of nesting pairs affected, development of the Project would not make a cumulatively considerable contribution to the regional decline of native nesting bird populations. However, because native birds are protected by MBTA, mortality to a single native bird due to the Project would be in violation of the MBTA, CESA or FESA. Therefore, cumulative impacts related to nesting birds would be less than cumulatively significant.

The Biological Resource Assessment also indicated that the Project would not impact CDFW jurisdictional waters and riparian habitats. Thus, the Project would not make a cumulatively considerable contribution to the regional decline of jurisdictional waters.

Additionally, the Project would be pursuant to TOP 2050 and would represent a consistent and logical continuation of the existing and planned pattern of development in Ontario, specifically the Ontario Ranch area. The City has long anticipated that this area would transition from dairy/agricultural to urban uses, and the Project Specific Plan is implementing TOP 2050.[12]

4.4.8 Significant Unavoidable Impacts

No significant unavoidable biological resources impacts have been identified for Phase I of the Project. However, the Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals at this time. Impacts within the Phase II area are not fully known and could be potentially significant. At the time of the project-level CEQA analysis and associated biological resources assessment of the Phase II area, unforeseen site conditions could be discovered that warrant a finding of potentially significant impact. In that case, a subsequent CEQA analysis, in the form of a subsequent EIR or EIR Addendum, may be required pursuant to Sections 15162(a) and 15164 of the State CEQA

[12] Ibid.

Guidelines. This determination will be made by City staff at the time of future Phase II area site-specific development applications.

4.4.9 References

Cadre Environmental. October 2022. *Biological Resources Technical Report for Euclid Mixed-Use Specific Plan. City of Ontario, California*. (***Appendix C***)

City of Ontario. 2022. *TOP 2050, Environmental Resources Element*. https://www.ontarioca.gov/about-ontario-ontario-plan-policy-plan/environmental-resources.

City of Ontario. 2022. *TOP 2050 Final Supplemental EIR. Section 5.4, Biological Resources*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf.

City of Ontario. 2020. *Ontario Municipal Code*. https://codelibrary.amlegal.com/codes/ontarioca/latest/ontario_ca/0-0-0-35678.

Code of Federal Regulations for MBTA. https://www.ecfr.gov/cgi-bin/text-idx?SID=b85587342ebe4f607983dfb6d1e07461&mc=true&node=se50.1.10_113&rgn=div8.

EPA. 2022. *Exemptions to Permit Requirements under CWA Section 404.* https://www.epa.gov/cwa-404/exemptions-permit-requirements-under-cwa-section-404.

4.5 CULTURAL RESOURCES

4.5.1 Introduction

This section of the Draft Environmental Impact Report (EIR) analyzes the potential impacts of the Euclid Mixed Use Specific Plan Project (Project) on the surrounding cultural resources on a regional and local level, within the City of Ontario (City). Cultural resources comprise of buildings, sites, structures, or objects that may have historic, architectural, archaeological, cultural, and/or scientific importance. Historical resources are cultural resources that are considered significant and eligible for listing on the California Register of Historical Resources (CRHR). Refer to ***Section 4.5.6: Impacts and Mitigation***, for legal definitions and significance thresholds associated with cultural resources. Paleontological resources, which are the fossilized remnants of plants and animals, are analyzed in ***Section 4.7: Geology and Soils***, and Tribal Cultural Resources are analyzed in ***Section 4.16: Tribal Cultural Resources***, of this Draft EIR. The evaluation of the Project area and the potential impact on cultural resources is largely based on the following sources:

- BCR Consulting LLC. August 2023. *Cultural Resources Assessment Euclid Mixed Use Specific Plan Project, City of Ontario, San Bernardino County, California*. (***Appendix D1***)
- Structural Focus. November 2023. *Relocation of Milking Parlors – Feasibility Study Venegas Farm (13813 Euclid Ave) and Drake Farm (7275 Schaefer Ave) Ontario, California.* (***Appendix D2***)
- The Ontario Plan 2050 Final Supplemental EIR
- City of Ontario Municipal Code

4.5.2 Environmental Setting

Existing Conditions

The 84.1-acre Project site is bounded by Schaefer Avenue on the north, Sultana Avenue on the east, Edison Avenue on the south, and Euclid Avenue on the west, in the City of Ontario, San Bernardino County (County), California. The Project area consists of 18 parcels, identified as Assessor's Parcel Numbers (APNs) 1053-071-01, -02, -03, -04; 1053-211-01, -02, -05; 1053-281-01, -02, -03, -04, -05, -07, -08; 1053-081-01, -02, -03, -04. Existing uses surrounding the Project site are similar to those on the site. Ongoing crop farming is located to the north of the Project site and a vacant property that was a former dairy farm is located to the east of the site. The property to the south of the Project site is currently utilized for residential, farming, or trucking related uses. North across Schaefer Avenue is an existing dairy farm. South across Edison Avenue is an existing trucking facility. East across Sultana Avenue is vacant land and an existing trucking facility. West across Euclid Avenue is the City of Chino with existing commercial and residential uses and a truck/trailer storage.

The Project site is located in the Chino Valley, which is bounded on the west by the San Jose Hills, on the south by the Chino Hills, on the north by the foothills of the San Gabriel Mountains, and on the east by La Sierra and the Jurupa Mountains. The Project site and immediate surroundings exhibits a gradual southerly slope and lies on a flood plain that feeds the Santa Ana River approximately five miles to the south. The native, historic biology of the region is difficult to reconstruct due to recent and historical

agricultural, municipal, and industrial impacts. However, the Project site is situated in the Upper Sonoran Life Zone, which is locally present between approximately 500 and 5,000 feet above mean sea level (asml). This zone typically comprises cismontane valleys and low mountain slopes dominated by mixed coastal sage scrub and chaparral vegetation communities.

Cultural Setting

Prehistoric Context

The Project site is located within the traditional boundaries of the Gabrielino. The Gabrielino likely first encountered Europeans when Spanish explorers reached California's southern coast during the 15th and 16th centuries. The first documented encounter, however, occurred in 1769 when Gaspar de Portola's expedition crossed Gabrielino territory. The Gabrielino name has been attributed by association with the Spanish mission of San Gabriel and refers to a subset of people sharing speech and customs with other Cupan speakers (such as the Juaneño/Luiseño/Ajachemem) from the greater Takic branch of the Uto-Aztecan language family. Gabrielino villages occupied the watersheds of various rivers (locally including the Santa Ana) and intermittent streams. Chiefs were usually descended through the male line and often administered several villages. Gabrielino society was somewhat stratified and is thought to have contained three hierarchically ordered social classes which dictated ownership rights and social status and obligations. Plants utilized for food were heavily relied upon and included acorn-producing oaks, as well as seed-producing grasses and sage. Animal protein was commonly derived from rabbits and deer in inland regions, while coastal populations supplemented their diets with fish, shellfish, and marine mammals.

Historical Setting

Historic-era California is generally divided into three periods: the Spanish or Mission Period (1769 to 1821), the Mexican or Rancho Period (1821 to 1848), and the American Period (1848 to present).

Spanish Period. The Spanish period began in 1769 with Captain Gaspar de Portolá's land expedition and ended in 1821 with Mexican Independence. During the Spanish Period, the establishment of the Mission San Gabriel Arcángel (1771) was influential throughout the surrounding regions, using the area for cattle grazing. An asistencia was established within the area nearby in Redlands in 1819 and helped facilitate the Mission's control of the surrounding area. However, after control of the area shifted to Mexico, secularization began throughout the area and the missions and their associated ranches began to decline. The Mexican government proceeded to push settlements of Mexican populations from the south by deeding large grants to individuals who promised to employ settlers.

Mexican Period. In 1821, Mexico overthrew Spanish rule, and the missions began to decline. By 1833, the Mexican government passed the Secularization Act, and the missions, reorganized as parish churches, lost their vast land holdings and released their neophytes.

American Period. The American Period (1848–Present) began with the Treaty of Guadalupe Hidalgo. The Gold Rush of 1849 would see tremendous influx of Americans and Europeans flooding into Southern California. In 1850, California was accepted into the Union of the United States primarily due to the

population increase created by the Gold Rush of 1849. The cattle industry reached its greatest prosperity during the first years of the American Period. Mexican Period land grants had created large pastoral estates in California, and demand for beef during the Gold Rush led to a cattle boom that lasted from 1849–1855. However, beginning about 1855, the demand for beef began to decline due to imports of sheep from New Mexico and cattle from the Mississippi and Missouri Valleys. When the beef market collapsed, many California ranchers lost their ranchos through foreclosure. A series of disastrous floods in 1861–1862, followed by a significant drought further diminished the economic impact of local ranching. This decline combined with ubiquitous agricultural and real estate developments of the late 19th century, set the stage for diversified economic pursuits that continue to this day.

Ontario. In 1839, the Mexican government granted the 12,000-acre Rancho de Cucamonga to Tiburcio Tapia. In the 1840s, Americans began settling in California in large numbers due to the Gold Rush, and California's statehood in 1850 accelerated settlement. In 1881, George and William Chaffey purchased part of Rancho Cucamonga in order to develop Etiwanda, where they tested their ground-breaking irrigation and town planning ideas. That same year, the Chaffeys purchased 6,000 acres (along with water rights) west of Etiwanda, which became the cities of Ontario and Upland. In 1883, the Chaffeys added the Kincaid Ranch at the mouth of San Antonio Canyon to their holdings. They established the Ontario Land Company and subdivided the land into 10-acre farm lots, all of which had street frontage.

The Chaffeys set aside a town site for Ontario as well as land for an agricultural college, making water available to each parcel to encourage farmers to settle there. George Chaffey laid out a boulevard named Euclid, which stretched from the Southern Pacific Depot to the mesa at the north end of their holdings. The Chaffey brothers sold off their land and left California for Australia in 1886. Charles Frankish had moved to Ontario from Riverside that same year to participate in the Chaffeys' "Model Colony," and invested in undeveloped land along Euclid Avenue. He recruited a group of investors and formed the Ontario Land and Improvement Company, which bought the Chaffey brothers' land holdings in 1886. Frankish acted as Manager and later President, and actively participated in the sale of real estate as well as planning and developing Ontario. Frankish extended Euclid past the depot to the south end of the company's holdings, platting the street grid and planting trees. In 1887, he organized the Ontario and San Antonio Heights Railroad Company (O&SA) as a subsidiary of the land company. In the 1890s, the O&SA constructed a hydro-electric plant at the mouth of San Antonio Canyon and electrified the system, making it the first electrified trolley west of Chicago. Ontario officially incorporated as a city in 1891. In 1912, Frankish bought the land company's Ontario-area assets and formed the Frankish Company. Frankish installed electric streetlights in Ontario, established its first bank, and was involved in local commerce and planning until his abrupt departure from the area in 1927.

Aviation interests were introduced to Ontario in 1923 when Waldo Waterman and Archie Mitchell established Latimer Field in the City limits. As more people moved to Ontario, its urban growth forced aviators eastward until they established an airport at the current location of Ontario International Airport. During World War II, Ontario's airport brought many to the area for its pilot training facilities. It was about this time that the citrus industry that had contributed to Ontario's nascent years of growth started to experience a broad decline. Land values increased as more Americans began moving westward and settling in the area. In subsequent years and decades, farmers sold their land to incoming residential

developers. The population of Ontario swelled, and by the late 1950s, the City's residential area had expanded south and east. Manufacturing, defense, and dairy industries began to take the place of citrus as the local economic staples drawing in new residents. By the late twentieth century, manufacturing had waned and was replaced by service industries and warehousing. Today, the City has expanded to a population of more than 166,000 people living within a 50 square-mile area. The City's economic base is now heavily dependent on industrial and manufacturing, and with three freeways, three major railroads, and Ontario International Airport, the region is rich in transportation resources.

Local Dairies. Ontario and Chino are located in the Chino Valley basin of southwestern San Bernardino County. Dairy cows came to California with American settlers during the Gold Rush, and by 1876, a State Dairyman's Association had been organized. Dairies were first established in Chino Valley in the 1890s. The first dairy was most likely the Steel and Green Dairy, comprised of adobe buildings on the site of the Battle of Chino. The industry was based on free grazing during this era, and the availability of large tracts of fertile and inexpensive pastureland drew dairy farmers from Los Angeles County. However, most dairies in the region remained closer to Los Angeles population centers for several decades and citrus groves dominated the landscape through the end of the 1940s. Through 1930, the dairies in the region were small family businesses. Yet, by 1915, milk shipments already totaled over 6,000 pounds out of Chino. As Los Angeles County grew in population, so did the regional dairy industry. In the 1920s, many Dutch immigrants started dairy farms near Los Angeles. In the 1930s, to optimize milk production, dairies began switching from free grazing to dry-lot dairying and mechanized milking.

In the early years, the milking equipment was sanitized with steam tanks heated by oil burners. By 1920, dairy health and sanitation laws were established. Milk was originally filtered through cloth into the cans it was shipped in. The new laws required that a milk house had to be at least sixty feet from the barn, milkers must wear clean clothes before each milking, and milk house drains were constantly flushed with water. New ammonia colling systems were also created. After World War I, many cows in California had tuberculosis, thus pasteurization became a requirement. The Dairy Herd Improvement Association (DHIA), formerly the Cow Testing Association, was also created to improve the quality of the milk cattle. The association was first started in the United States in 1906 by Danish immigrant, Helmer Rabild, and a small group of dairy farmers in Michigan. The Diary Division of the U.S. Department of Agriculture was the biggest supporter of the DHIA. By 1926, over one-hundred associations were established across the country.

During and after World War II, the Los Angeles Basin grew as a metropolitan area, pushing dairy farms to peripheral areas such as the Chino Valley. In 1949, Chino dairies produced one-third of the total dairy production in San Bernardino County. In 1950, there were 79 dairies with an average of 145 cows to a herd in the Chino area. Suburbanization in Los Angeles County allowed dairymen, many of whom were Dutch, to purchase larger acreage and build bigger homes in Chino Valley. During this era, dry lot operations (which purchased all feed) began to replace traditional dairy farms, which grew some or all cattle feed. By 1957, there were more than 135 dairies in Chino Valley. The late 1950s and early 1960s dairies established in Chino Valley were the most technologically sophisticated in the US, capable of milking 450 cows a day for each worker. Herringbone milking parlors, in which cows were raised on a platform so milkers did not have to kneel, became popular during this era to control labor costs. In 1960,

an agricultural dairy preserve was established to protect the land from development, and by 1965, there were around 350 dairies in Chino Valley. In 1979, sixty percent of milk produced in California was from Chino Valley. Dairy products became California's number one agricultural commodity in 1993, and the state continued to lead the country in milk production throughout the twenty-first century.

Cultural Resource Assessment

A Cultural Resources Assessment (***Appendix D1*** of this Draft EIR) was prepared for the Project site. The Cultural Resource Assessment includes a thorough literature review, an intensive-level cultural resources field survey field investigation, and cultural resources recommendations for the proposed development (see ***Appendix D1***). Currently, the Applicant does not own or control the Phase II (Planning Areas 2B and 3B) parcels therefore, these inaccessible parcels (1053-281-01, -02,-03, -04, -05, and -07) were photographed from the public right of way, and as a result, built environment resources could be assessed and evaluated on these properties.

Research

Records Search. On November 17th, 2022, a records search was conducted at the South-Central Coastal Information Center (SCCIC) at California State University, Fullerton. This archival research reviewed the status of all recorded historic and prehistoric cultural resources, and survey and excavation reports completed within one half-mile of the project site. Additional resources reviewed included the NRHP, the CRHR, and documents and inventories published by the California Office of Historic Preservation (OHP). These include the lists of California Historical Landmarks, California Points of Historical Interest, Listing of National Register Properties, and the Inventory of Historic Structures.

Additional Research. BCR Consulting performed additional research through City of Ontario permit records, the Robert E. Ellingwood Model Colony History Room of the Ontario Library, the San Bernardino County Historical Archives, and through various internet resources. The research focused on land-use history, and on acquiring and consulting primary and secondary sources such as building permits, property title documents, census records, birth and death records, newspaper articles, scholarly journal articles, and biographical sources.

Field Survey

An intensive-level cultural resources field survey of the Project site was conducted on October 31, 2022, February 8, 2023, and on May 22, 2023. The survey was conducted by walking parallel transects spaced approximately 15 meters apart across the accessible Project site. The following Assessor Parcel Numbers were not accessible: 1053-281-01, -02, -03, -04, -05, and -07. Also, inaccessible areas such as fenced yards, building interiors, and livestock enclosures and feeding areas were not subject to systematic survey. However, inaccessible parcels were photographed from the public right of way, and as a result, built environment resources could be assessed and evaluated on these properties. Cultural Resources were recorded on DPR 523 forms. Digital photographs were taken at various points within the project site. These included overviews as well as detail photographs of all cultural resources. Cultural resources were recorded per the California OHP Instructions for Recording Historical Resources in the field using:

- Detailed note taking for entry on DPR Forms

- Hand-held Garmin Global Positioning systems for mapping purposes
- Digital photographic overviews and photographs of all cultural resources

Results of the Cultural Resource Assessment are discussed below under ***Section 4.5.4***.

4.5.3 Regulatory Setting

Federal

National Register Bulletin 38[1]

The National Park Service (NPS) has prepared guidelines to assist in the documentation of Traditional Cultural Properties (TCPs) by public entities. While it is federal guidance, it serves as the best and most recognized guidance for identifying TCPs. National Register Bulletin (NRB) 38 is intended to be an aid in determining whether properties have traditional cultural significance and if they are eligible for inclusion in the NRHP. It is also intended to assist federal agencies, State Historic Preservation Offices (SHPO), Certified Local Governments, tribes, and other historic preservation practitioners who need to evaluate such properties when considering their eligibility for the NRHP as part of the review process prescribed by the Advisory Council on Historic Preservation (ACHP).

National Historic Protection Act Section 106

The Project will be reviewed in accordance with Section 106 of the National Historic Preservation Act (NHPA). The NHPA of 1966, as amended, is the primary set of federal laws governing projects that may affect cultural resources. Section 106 of the NHPA addresses Federal undertakings and requires agencies to review and evaluate how undertakings may impact historic properties.

A "Federal Undertaking" is defined as a project, activity or program that is funded, permitted, licensed, or approved by a Federal agency. Federal undertakings can occur on or off federally controlled properties and include new and continuing projects, activities, or programs, or any element thereof. Permitting pursuant to the Clean Water Act is considered a Federal undertaking for purposes of compliance with the NHPA.

Under Section 106 of the NHPA, federal agencies are required to consider the effects of their actions on properties that are listed in, or eligible for listing in, the NRHP. The following are the four general processing steps for Section 106 compliance:

1. Initiate the Section 106 process by establishing the undertaking, developing a plan for public involvement and identifying other consulting parties;
2. Identify historic properties by determining the scope of efforts, identifying cultural resources and evaluating their eligibility for inclusion in the NRHP;
3. Assess adverse effects to historic properties by applying the criteria of adverse effects to historic properties; and

[1] United States Department of the Interior, National Park Service – Interagency Resources Division. 1992. *National Register Bulletin 38.* https://www.nps.gov/subjects/nationalregister/upload/NRB38-Completeweb.pdf (accessed April 2023).

4. Resolve adverse effects by consulting with the SHPO and other consulting agencies, including the ACHP if necessary, to develop an agreement that addresses the treatment of historic properties.

To address their Section 106 obligations, the United States Army Corps of Engineers (USACE) promulgated implementing regulations at 33 Code of Federal Regulations (CFR) Part 325, ***Appendix C***.[2] ***Appendix C*** establishes procedures to fulfill the requirements set forth in the NHPA. The USACE follows these procedures rather than those outlined in 36 CFR Part 800.

Per ***Appendix C***, "designated historic property" is a historic property listed in the NRHP or which has been determined eligible for listing in the NRHP pursuant to 36 CFR Part 63. A historic property that, in both the opinion of the SHPO and the USACE district engineer, appears to meet the criteria for inclusion in the NRHP will be treated as a "designated historic property."

The USACE will identify a “permit area” for the Project, in accordance with the following:

1. The term "permit area" as used in this appendix means those areas comprising the waters of the United States that will be directly affected by the proposed work or structures and uplands directly affected as a result of authorizing the work or structures. The following three tests must all be satisfied for an activity undertaken outside the waters of the United States to be included within the "permit area":
    i. Such activity would not occur but for the authorization of the work or structures within the waters of the United States;
    ii. Such activity must be integrally related to the work or structures to be authorized within waters of the United States. Or, conversely, the work or structures to be authorized must be essential to the completeness of the overall project or program; and
    iii. Such activity must be directly associated (first-order impact) with the work or structures to be authorized.

Title 36 CFR Section 60.4[3] provides the criteria for evaluation of NRHP eligibility.

National Register Criteria for Evaluation. The quality of significance in American history, architecture, archaeology, engineering, and culture is present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling, and association and:

a) that are associated with events that have made a significant contribution to the broad patterns of our history; or

b) that are associated with the lives of persons significant in our past; or

c) that embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or

[2] United States Army Corps of Engineers. ND. *33 SFR 325 Appendix C – Procedures for the Protection of Historic Properties*. https://www.lrl.usace.army.mil/Portals/64/docs/regulatory/Coordination/33%20CFR%20325%20Appendix%20C.pdf. (accessed April 2023).
[3] Electronic Code of Federal Regulations (eCFR). 2019. *Title 36, Chapter I, Part 60, Section 60.4 – Criteria for evaluation*. https://www.ecfr.gov/current/title-36/chapter-I/part-60/section-60.4. (accessed April 2023).

d) that have yielded, or may be likely to yield, information important in prehistory or history.

Criteria considerations. Ordinarily cemeteries, birthplaces, or graves of historical figures, properties owned by religious institutions or used for religious purposes, structures that have been moved from their original locations, reconstructed historic buildings, properties primarily commemorative in nature, and properties that have achieved significance within the past 50 years shall not be considered eligible for the NRHP. However, such properties will qualify if they are integral parts of districts that do meet the criteria of if they fall within the following categories:

a) A religious property deriving primary significance from architectural or artistic distinction or historical importance;

b) A building or structure removed from its original location, but which is significant primarily for architectural value, or which is the surviving structure most importantly associated with a historic person or event;

c) A birthplace or grave of a historical figure of outstanding importance if there is no appropriate site or building directly associated with his or her productive life;

d) A cemetery which derives its primary significance from graves of persons of transcendent importance, from age, from distinctive design features, or from association with historic events;

e) A reconstructed building when accurately executed in a suitable environment and presented in a dignified manner as part of a restoration master plan, and when no other building or structure with the same association has survived;

f) A property primarily commemorative in intent if design, age, tradition, or symbolic value has invested it with its own exceptional significance; or

g) A property achieving significance within the past 50 years if it is of exceptional importance.

Establishing NRHP eligibility also depends on integrity of location, design, setting, materials, workmanship, feeling, and association. Sites that meet one or more NRHP eligibility criteria but do not retain integrity are not eligible for the NRHP. Guidance regarding integrity of location, design, setting, materials, workmanship, feeling, and association is provided by NRB 15.[4]

Location - Location is the place where the historic property was constructed or the place where the historic event occurred. The relationship between the property and its location is often important to understand why the property was created or why something happened. The actual location of a historic property, complemented by its setting, is particularly important in recapturing the sense of historic events and persons. Except in rare cases, the relationship between a property and its historic associations is destroyed if the property is moved.

Design - Design is the combination of elements that create the form, plan, space, structure, and style of a property. It results from conscious decisions made during the original conception and planning of a property (or its significant alteration) and applies to activities as diverse as community planning,

[4] United States Department of the Interior, National Park Service – Cultural Resources Division, National Register of History and Education. 1995. *National Register Bulletin 15*. https://www.nps.gov/subjects/nationalregister/upload/NRB-15_web508.pdf (accessed April 2023).

engineering, architecture, and landscape architecture. Design includes such elements as organization of space, proportion, scale, technology, ornamentation, and materials.

A property's design reflects historic functions and technologies as well as aesthetics. It includes such considerations as the structural system; massing; arrangement of spaces; pattern of fenestration; textures and colors of surface materials; type, amount, and style of ornamental detailing; and arrangement and type of plantings in a designed landscape.

Design can also apply to districts, whether they are important primarily for historic association, architectural value, information potential, or a combination thereof. For districts significant primarily for historic association or architectural value, design concerns more than just the individual buildings or structures located within the boundaries. It also applies to the way in which buildings, sites, or structures are related: for example, spatial relationships between major features; visual rhythms in a streetscape or landscape plantings; the layout and materials of walkways and roads; and the relationship of other features, such as statues, water fountains, and archaeological sites.

Setting - Setting is the physical environment of a historic property. Whereas location refers to the specific place where a property was built or an event occurred, setting refers to the character of the place in which the property played its historical role. It involves how not just where the property is situated and its relationship to surrounding features and open space. Setting often reflects the basic physical conditions under which a property was built and the functions it was intended to serve. In addition, the way in which a property is positioned in its environment can reflect the designer's concept of nature and aesthetic preferences. The physical features that constitute the setting of a historic property can be either natural or man-made, including such elements as: topographic features (a gorge or the crest of a hill); vegetation; simple manmade features (paths or fences); and relationships between buildings and other features or open space. These features and their relationships should be examined not only within the exact boundaries of the property but also between the property and its surroundings. This is particularly important for districts.

Materials - Materials are the physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property. The choice and combination of materials reveal the preferences of those who created the property and indicate the availability of particular types of materials and technologies. Indigenous materials are often the focus of regional building traditions and thereby help define an area's sense of time and place.

A property must retain the key exterior materials dating from the period of its historic significance. If the property has been rehabilitated, the historic materials and significant features must have been preserved. The property must also be an actual historic resource, not a re-creation; a recent structure fabricated to look historic is not eligible. Likewise, a property whose historic features and materials have been lost and then reconstructed is usually not eligible.

Workmanship - Workmanship is the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory. It is the evidence of artisans' labor and skill in constructing or altering a building, structure, object, or site. Workmanship can apply to the property as a whole or to its

individual components. It can be expressed in vernacular methods of construction and plain finishes or in highly sophisticated configurations and ornamental detailing. It can be based on common traditions or innovative period techniques.

Workmanship is important because it can furnish evidence of the technology of a craft, illustrate the aesthetic principles of a historic or prehistoric period, and reveal individual, local, regional, or national applications of both technological practices and aesthetic principles. Examples of workmanship in historic buildings include tooling, carving, painting, graining, turning, and joinery. Examples of workmanship in prehistoric contexts include Paleo-Indian clovis projectile points; Archaic period beveled adzes; Hopewellian birdstone pipes; copper earspools and worked bone pendants; and Iroquoian effigy pipes.

Feeling - Feeling is a property's expression of the aesthetic or historic sense of a particular period of time. It results from the presence of physical features that, taken together, convey the property's historic character. For example, a rural historic district retaining original design, materials, workmanship, and setting will relate the feeling of agricultural life in the 19th century. A grouping of prehistoric petroglyphs, unmarred by graffiti and intrusions and located on its original isolated bluff, can evoke a sense of tribal spiritual life.

Association - Association is the direct link between an important historic event or person and a historic property. A property retains association if it is the place where the event or activity occurred and is sufficiently intact to convey that relationship to an observer. Like feeling, association requires the presence of physical features that convey a property's historic character. For example, a Revolutionary War battlefield whose natural and manmade elements have remained intact since the 18th century will retain its quality of association with the battle.

Because feeling and association depend on individual perceptions, their retention alone is never sufficient to support eligibility of a property for the NRHP.

The Project is not anticipated to be subject to the federal permitting processes, as there are no anticipated federal actions or approvals that would be required and trigger compliance under Section 106 of the NHPA. Under the NHPA, federal agencies are required to consider the effects of their actions on places that are listed in, or eligible for listing in, the NRHP.

Natural Register of Historic Places

The NRHP was established by the NHPA as “an authoritative guide to be used by federal, state, and local governments, private groups and citizens to identify the Nation’s historic resources and to indicate what properties should be considered for protection from destruction or impairment” (CFR 36 Section 60.2). The NRHP recognizes both historical-period and prehistoric archaeological properties that are significant at the national, state, and local levels.

To be eligible for listing in the NRHP, a resource must be significant in American history, architecture, archaeology, engineering, or culture. Districts, sites, buildings, structures, and objects of potential significance must meet one or more of the following four established criteria: Are associated with events that have made a significant contribution to the broad patterns of our history;

1) Are associated with the lives of persons significant in our past;
2) Embody the distinctive characteristics of a type, period, or method of construction or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
3) Have yielded, or may be likely to yield, information important in prehistory or history.

Unless the property possesses exceptional significance, it must be at least 50 years old to be eligible for listing in the NRHP. In addition to meeting the criteria of significance, a property must have integrity. Integrity is defined as "the ability of a property to convey its significance." The NRHP recognizes seven qualities that, in various combinations, define integrity: location, design, setting, materials, workmanship, feeling, and association. To retain historic integrity a property must possess several, and usually most, of these seven aspects. Thus, the retention of the specific aspects of integrity is paramount for a property to convey its significance.

Archaeological Resources Protection Act

The Archaeological Resources Protection Act of 1979 regulates the protection of archaeological resources and sites on federal and Indian lands.

State

California Environmental Quality Act

California public agencies must consider the effects of their actions on both "historical resources" and "unique archaeological resources." Pursuant to Public Resources Code (PRC) Section 21084.1, a "project that may cause a substantial adverse change in the significance of a historical resource is a project that may have a significant effect on the environment." PRC Section 21083.2 additionally requires agencies to determine whether proposed projects would have effects on "unique archaeological resources."

"Historical resource" is a term with a defined statutory meaning. Under California Code of Regulations (CCR), Title 14, Chapter 3 (California Environmental Quality Act [CEQA] Guidelines), Section 15064.5(a) "historical resource" includes the following:

A resource listed in or determined to be eligible by the State Historical Resources Commission (SHRC), for listing in the CRHR (PRC Section 5024.1 and Title 14 CCR, Section 4850 et seq.).

A resource included in a local register of historical resources, as defined in Section 5020.1(k) of the PRC or identified as significant in a historical resource survey meeting the requirements of Section 5024.1(g) of the PRC, shall be presumed to be historically or culturally significant. Public agencies must treat any such resource as significant unless the preponderance of evidence demonstrates that it is not historically or culturally significant.

Any object, building, structure, site, area, place, record, or manuscript which a lead agency determines to be historically significant or significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California may be considered to be a historical

resource, provided the lead agency's determination is supported by substantial evidence in light of the whole record. Generally, a resource shall be considered by the lead agency to be "historically significant" if the resource meets the criteria for listing on the CRHR (PRC Section 5024.1 and Title 14 CCR Section 4852) including the following:

- **Criterion 1** - Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;
- **Criterion 2** - Is associated with the lives of persons important in our past;
- **Criterion 3** - Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or
- **Criterion 4** - Has yielded, or may be likely to yield, information important in prehistory or history.

CEQA addresses significant impacts to historical resources. "A project with an effect that may cause a substantial adverse change in the significance of a historical resource is a project that may have a significant effect on the environment. Substantial adverse change in the significance of a historical resource means physical demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of a historical resource would be materially impaired." (CEQA Guidelines Section 15064.5(b)(1)).

CEQA also requires agencies to consider whether projects will affect "unique archaeological resources." PRC Section 21083.2(g) states that "'unique archaeological resources' means an archaeological artifact, object, or site about which it can be clearly demonstrated that, without merely adding to the current body of knowledge, there is a high probability that it meets any of the following criteria:

1. Contains information needed to answer important scientific research questions and that there is a demonstrable public interest in that information.
2. Has a special and quality such as being the oldest of its type or the best available example of its type.
3. Is directly associated with a scientifically recognized, important prehistoric or historic event or person."

However, if a resource is identified as both a historical resource and a "unique archaeological resource," then it would undergo the provisions outlined for historical resources (CEQA Guidelines Section 15064.5 and PRC § 21084.1 and 21083.2(l)).

California Public Records Act

Sections 6254(r) and 6254.10 of the California Public Records Act (Government Code Section 6250 et seq.) were enacted to protect archaeological sites from unauthorized excavation, looting, or vandalism. Section 6254(r) explicitly authorizes public agencies to withhold information from the public relating to "Native American graves, cemeteries, and sacred places and records of Native American places, features, and objects… maintained by, …, the Native American Heritage Commission….". Section 6254.10 specifically exempts from disclosure requests for "records that relate to archaeological site information

and reports maintained by, or in the possession of, the Department of Parks and Recreation, the SHRC, the State Lands Commission, the Native American Heritage Commission (NAHC), another state agency, or a local agency, including the records that the agency obtains through a consultation process between a California Native American tribe and a state or local agency."

California Public Resources Code

Archaeological, paleontological, and historical sites are protected under a wide variety of State policies and regulations in the California PRC (PRC Sections 5020 to 5029.5, PRC Section 5079 to 5079.65, and PRC Section 5097.9 to 5097.991). In addition, cultural and paleontological resources are recognized as nonrenewable resources and receive protection under the PRC and CEQA.

PRC Sections 5020 to 5029.5 continued the former Historical Landmarks Advisory Committee as the SHRC. The commission oversees the administration of the CRHR and is responsible for designating State Historical Landmarks and Historical Points of Interest.

PRC Section 5079 to 5079.65 define the functions and duties of the Office of Historic Preservation (OHP), which administers federal- and state-mandated historic preservation programs in California as well as the California Heritage Fund.

PRC Section 5097.9 to 5097.991 provide protection to Native American historical and cultural resources and sacred sites; identify the powers and duties of the NAHC; require that descendants be notified when Native American human remains are discovered; and provide for treatment and disposition of human remains and associated grave goods.

California Register of Historical Resources

Created in 1992 and implemented in 1998, the CRHR is "an authoritative guide in California to be used by state and local agencies, private groups, and citizens to identify the state's historical resources and to indicate what properties are to be protected, to the extent prudent and feasible, from substantial adverse change" (PRC Section 5024.1). Certain properties, including those listed in or formally determined eligible for listing in the NRHP and California Historical Landmarks (CHL) numbered 770 and higher, are automatically included in the CRHR. Other properties recognized under the Point of Historical Interest (PHI) program, identified as significant in historical resources surveys, or designated by local landmarks programs, may be nominated for inclusion in the CRHR. A resource, either an individual property or a contributor to a historic district, may be listed in the CRHR if the SHRC determines that it meets any of the following criteria, which are modeled on NRHP criteria:

- Criterion 1: It is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage.
- Criterion 2: It is associated with the lives of persons important in our past.
- Criterion 3: It embodies the distinctive characteristics of a type, period, region, or method of construction; represents the work of an important creative individual; or possesses high artistic values.
- Criterion 4: It has yielded, or may be likely to yield, information important in history or prehistory.

According to 14 CCR Section 4852(a), types of resources eligible for nomination:

1) **Building**. A resource, such as a house, barn, church, factory, hotel, or similar structure created principally to shelter or assist in carrying out any form of human activity. "Building" may also be used to refer to a historically and functionally related unit, such as a courthouse and jail or a house and barn;

2) **Site**. A site is the location of a significant event, a prehistoric or historic occupation or activity, or a building or structure, whether standing, ruined, or vanished, where the location itself possesses historical, cultural, or archaeological value regardless of the value of any existing building, structure, or object. A site need not be marked by physical remains if it is the location of a prehistoric event, and if no buildings, structures, or objects marked it at that time. Examples of such sites are trails, designed landscapes, battlefields, habitation-sites, Native American ceremonial areas, petroglyphs, and pictographs;

3) **Structure**. The term "structure" is used to describe a construction made for a functional purpose rather than creating human shelter. Examples of structures include mines, bridges, and tunnels;

4) **Object**. The term "object" is used to describe those constructions that are primarily artistic in nature or are relatively small in scale and simply constructed, as opposed to a building or a structure. Although it may be moveable by nature or design, an object is associated with a specific setting or environment. Objects should be in a setting appropriate to their significant historic use, role, or character. Objects that are relocated to a museum are not eligible for listing in the CRHR. Examples of objects include fountains, monuments, maritime resources, sculptures, and boundary markers; and

5) **Historic district**. Historic districts are unified geographic entities which contain a concentration of historic buildings, structures, objects, or sites united historically, culturally, or architecturally. Historic districts are defined by precise geographic boundaries. Therefore, districts with unusual boundaries require a description of what lies immediately outside the area, in order to define the edge of the district and to explain the exclusion of adjoining areas. The district must meet at least one of the criteria for significance discussed in Section 4852(b)(1)-(4) of this chapter.

Under PRC Section 5024.1 and 14 CCR Section 4852(c), a cultural resource must retain integrity to be considered eligible for the CRHR. Specifically, it must retain enough character or appearance to be recognizable as a historical resource and convey reasons of significance. Integrity is evaluated with regard to retention of such factors as location, design, setting, materials, workmanship, feeling, and association. Cultural sites that have been affected by ground-disturbing activities, such as agricultural activities and off-road vehicle use (both of which occur within the Project area), often lack integrity because they have been directly damaged or removed from their original location, among other changes.

Typically, a prehistoric archaeological site in California is recommended eligible for listing in the CRHR based on its potential to yield information important in prehistory or history (Criterion 4). Important information includes chronological markers such as projectile point styles or obsidian artifacts that can be subjected to dating methods or undisturbed deposits that retain their stratigraphic integrity. Sites such as these have the ability to address research questions.

California Historical Landmarks

CHLs are buildings, structures, sites, or places that have anthropological, cultural, military, political, architectural, economic, scientific or technical, religious, experimental, or other value and that have been determined to have statewide historical significance by meeting at least one of the criteria listed below. The resource also must have written consent of the property owner; be recommended by the SHRC; and be officially designated by the Director of California State Parks. The specific standards now in use were first applied in the designation of CHL No. 770. CHLs numbered 770 and above are automatically listed in the CRHR.

To be eligible for designation as a CHL, a resource must meet at least one of the following criteria:

- It is the first, last, only, or most significant of its type in the state or within a large geographic region (northern, central, or southern California);
- It is associated with an individual or group having a profound influence on the history of California; or,
- It is a prototype of, or an outstanding example of, a period, style, architectural movement, or construction or is one of the more notable works or the best surviving work in a region of a pioneer architect, designer, or master builder.

California Historical Resources Status Codes

In order to be considered as significant, a resource must meet at least one of the above-listed NRHP or CRHR criteria and retain enough integrity to support its period of significance and association within a historical context. A resource is assigned a California Historical Resources (CHR) status code following evaluation, which identifies its significance level. The status codes and descriptions are:

1. Properties listed in the NRHP or the CRHR.
2. Properties determined eligible for listing in the NRHP or CRHR.
3. Appears eligible for NRHP or CRHR through survey evaluation.
4. Appears eligible for NRHP or CRHR through other evaluation.
5. Properties recognized as historically significant by local government.
6. Not eligible for listing or designation as specified.
7. Not evaluated for NRHP or CRHR or needs re-evaluation.

Typically, resources designated as CHR Status Code 6 are determined ineligible for designation under any criteria and are not considered historical resources. However, there are several subcategories that exist within each of the status codes that allow for various exemptions, such as whether a resource contributes to a Historic District.

California Historic Building Code (CHBC)

The CHBC provides guidelines for the preservation, restoration, rehabilitation, relocation, and reconstruction of buildings or structures designated as qualified historical buildings or properties by a

local, state, or federal jurisdiction, as defined by CHBC Section 8-218. The CHBC provides guidelines for long-term preservation efforts of qualified historical buildings or properties to allow owners to make improvements for access for persons with disabilities; to provide a cost-effective approach to preservation; and, to ensure overall safety of affected occupants or users.

As defined by the CHBC, a "qualified historical building" is "any building, site, structure, object, district, or collection of structures, and their associated sites, deemed of importance to the history, architecture, or culture of an area by an appropriate local, state, or federal governmental jurisdiction. This includes designated buildings or properties on, or determined eligible for, official national, state, or local historical registers or official inventories, such as the NRHP, CRHR, CHLs, California PHI, and officially adopted city or county registers, inventories, or surveys of historical or architecturally significant sites, places, or landmarks."[5]

California Health and Safety Code Section 7050.5 and 7052

State Health and Safety Code (HSC), Section 7050.5, declares that, in the event of the discovery of human remains outside of a dedicated cemetery, all ground disturbance must cease, and the county coroner must be notified. HSC Section 7052 establishes a felony penalty for mutilating, disinterring, or otherwise disturbing human remains, except by relatives.

More precisely, if human remains are encountered, Section 7050.5 states that:

a) "Every person who knowingly mutilates or disinters, wantonly disturbs, or willfully removes any human remains in or from any location other than a dedicated cemetery without authority of law is guilty of a misdemeanor, except as provided in Section 5097.99 of the PRC. The provisions of this subdivision shall not apply to any person carrying out an agreement developed pursuant to subdivision (l) of Section 5097.94 of the PRC or to any person authorized to implement Section 5097.98 of the PRC.

b) In the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county in which the human remains are discovered has determined, in accordance with Chapter 10 (commencing with Section 27460) of Part 3 of Division 2 of Title 3 of the Government Code, that the remains are not subject to the provisions of Section 27491 of the Government Code or any other related provisions of law concerning investigation of the circumstances, manner and cause of any death, and the recommendations concerning the treatment and disposition of the human remains have been made to the person responsible for the excavation, or to his or her authorized representative, in the manner provided in Section 5097.98 of the PRC. The coroner shall make his or her determination within two working days from the time the person responsible for the excavation, or his or her authorized representative, notifies the coroner of the discovery or recognition of the human remains.

[5] State of California. ND. *Health and Safety Code*, *Division 13 – Part 2.7, Sections 18950 to 18962 of the California Historic Building Code*. https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=HSC&division=13.&title=&part=2.7.&chapter=&article=. (accessed April 2023).

If the coroner determines that the remains are not subject to his or her authority and if the coroner recognizes the human remains to be those of a Native American, or has reason to believe that they are those of a Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission."[6]

PRC Section 5097.91, PRC Section 5097.98, PRC Section 5097.94 and the Native American Heritage Commission

PRC Section 5097.91 established the NAHC, the duties of which include inventorying places of religious or social significance to Native Americans and identifying known graves and cemeteries of Native Americans on private lands. PRC Section 5097.98 specifies a protocol to be followed when the NAHC receives notification of a discovery of Native American human remains from a county coroner.

PRC Section 5097.94 establishes the powers and duties of the NAHC, including, but not limited to:

a) To identify and catalog places of special religious or social significance to Native Americans and known graves and cemeteries of Native Americans on private lands. The identification and cataloging of known graves and cemeteries shall be completed on or before January 1, 1984. The commission shall notify landowners on whose property the graves and cemeteries are determined to exist and shall identify the Native American group most likely descended from those Native Americans who may be interred on the property.

b) To make recommendations relative to Native American sacred places that are located on private lands, are inaccessible to Native Americans, and have cultural significance to Native Americans for acquisition by the state or other public agencies for the purpose of facilitating or assuring access thereto by Native Americans.

c) To make recommendations to the Legislature relative to procedures that will voluntarily encourage private property owners to preserve and protect sacred places in a natural state and to allow appropriate access to Native American religionists for ceremonial or spiritual activities.

For a complete list of powers and duties, visit:
https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PRC&sectionNum=5097.94.

California Penal Code, Section 622.5

California Penal Code, Section 622.5, provides misdemeanor penalties for injuring or destroying objects of historic or archaeological interest located on public or private lands but specifically excludes the landowner.

California Penal Code, Section 622.5

California Penal Code, Section 622.5, provides misdemeanor penalties for injuring or destroying objects of historic or archaeological interest located on public or private lands but specifically excludes the landowner.

[6] State of California. 1987. *Health and Safety Code Section 7050.5*. http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=HSC&sectionNum=7050.5. (accessed April 2023).

Local

City of Ontario General Plan – The Ontario Plan 2050

The Ontario Plan (TOP) 2050 Community Design Element articulates design qualities that will create locally and regionally significant places and utilizes community design to help achieve the Vision in the areas of economic development, land use, housing, community health, infrastructure, and transportation. Included in TOP 2050 is the Policy Plan, which is a framework that would guide the City's future growth through the application of policies and goals. The following goals of TOP 2050 relate to cultural and historic resources.

The following policy contained in the Land Use Element is relevant to the Project:

Community Design Element[7]

Goal CD-4 **Historic buildings, streets, landscapes, and neighborhoods, as well as the story of Ontario's people, businesses, and social and community organizations, have been preserved and serve as a focal point for civic pride and identity.**

Policy CD-4.1 **Cultural Resource Management.** We update and maintain an inventory of historic sites and buildings, professional collections, artifacts, manuscripts, photographs, documents, maps, and other archives.

Policy CD-4.2 **Collaboration with Property Owners and Developers.** We educate and collaborate with property owners and developers to implement strategies and best practices that preserve the character of our historic buildings, streetscapes, and unique neighborhoods.

Policy CD-4.3 **Collaboration with Outside Agencies.** We pursue opportunities to team with other agencies, local organizations, and nonprofits in order to preserve and promote Ontario's heritage.

Policy CD-4.4 **Incentives.** We use the Mills Act and other federal, state, regional and local programs to assist property owners with the preservation of select properties and structures.

Policy CD-4.5 **Adaptive Reuse.** We actively promote and support the adaptive reuse of historic sites and buildings to preserve and maintain their viability.

City of Ontario Development Code

The City Development Code Chapters 4 and 7 establish the City's scope of historic preservation activities and is the primary body of local law relating to historic preservation. Division 7.01 includes the purpose and authority for historic preservation, and Division 4.02 includes criteria for local historic designation and procedures for the alteration or demolition of historic properties.

Properties may be designated at the local level as Historic Landmarks or Districts. The City Council maintains a record of historic properties that are eligible to apply for placement on the City's List of

[7] City of Ontario. 2022. *TOP 2050, Community Design Element*. https://www.ontarioca.gov/about-ontario-ontario-plan-policy-plan/community-design. (accessed April 2023).

Designated Historic Landmarks or Districts. Any property owner may request the designation of a Historical Resource as a Historic Landmark or District by applying to the City's Planning Department.

Pursuant to Development Code Section 4.02.040, a property that meets one or more of the following criteria is eligible to be placed on the City's List of Historic Landmarks and Districts as a Landmark:

- It meets the criteria for listing in the NRHP; or
- It meets the criterion for listing in the CRHR; or
- It meets one or more of the following criteria:
  - It exemplifies or reflects special elements of the City's history;
  - It is identified with persons or events significant in local, state, or national history;
  - It is representative of the work of a notable builder, designer, architect, or artist;
  - It embodies distinguishing characteristics of a style, type, period, or method of construction;
  - It is noteworthy example of the use of indigenous materials or craftsmanship;
  - It embodies elements that represent a significant structural, engineering, or architectural achievement or innovation;
  - It has a unique location, a singular physical characteristic, or is an established and familiar visual feature of a neighborhood, community of the City;
  - It is one of the few remaining examples in the City, region, state, or nation possessing distinguishing characteristics of an architectural or historical type or specimen; or
  - It has yielded or is likely to yield information important to the City's history or prehistory.

Pursuant to Development Code Section 4.02.040, any neighborhood or area that meets one or more of the following criteria is eligible to be placed on the City's List of Historic Landmarks and Districts as a District:

- Is a geographically definable area possessing a concentration of Historical Resources or thematically related grouping of structures which contribute to each other and are unified by plan, style, or physical development; and embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master and possesses high artistic values;
- Reflects significant geographical patterns, including those associated with different eras of settlement and growth, particular transportation modes, or distinctive examples of a park landscape, site design, or community planning;
- Is associated with, or the contributing resources are unified by events that have a significant contribution to the broad patterns of local or regional history, or the cultural heritage of California or the United States; or
- The historic resource is, or the contributing resources are associated with lives of persons important to Ontario, California, or national history.

Landmarks and Districts listed in the NRHP or the CRHR are automatically placed on the City's List of Historic Landmarks and Districts. In addition to the criteria listed above that refer to the historical significance of the resource, the City also requires Landmarks and Districts to have integrity for the time in which they are significant.

The City requires that EIRs associated with Specific Plans in New Model Colony (also referred to as NMC, or Ontario Ranch [OR]) must consider the findings discovered in the City of Ontario's Historic Context for the New Model Colony Area[8] and address impacts to historical resources. Therefore, this analysis of the resources on the Project area considers the contextual aspects of the NMC Historic Context with an analysis of the Project.

The City Development Code Article 26, Historic Preservation[9], promotes the public health, safety, and general welfare by:

- Safeguarding the character and history of the City which is reflected in its unique cultural, historical, and architectural heritage, with emphasis on the "Model Colony" as recognized by an Act of Congress and presented at the St. Louis World's Fair in 1904;
- Promoting public knowledge, appreciation, and understanding of the City's past;
- Fostering civic and neighborhood pride in the beauty and accomplishments of the past;
- Promoting the enjoyment and use of Historical Resources appropriate for the education and recreation of the people of the City;
- Enhancing the visual and aesthetic character, diversity, and interest of the City;
- Enhancing property values and stabilizing neighborhoods within the City;
- Recognizing Historical Resources and protecting areas of historical buildings from encroachment of incompatible designs;
- Providing economic benefits to the City and its inhabitants through financial incentives for preservation;
- Protecting and enhancing the City's attraction to tourists and visitors,
- Stimulating business and industry;
- Promoting public awareness of the benefits of preservation; and
- Encouraging public participation in historic preservation, thereby increasing civic pride in the City's heritage.

The Project area would comply with the City's Historic Preservation Ordinance, ensuring all historically-significant findings within the City, including the Project area, would align with the above standards.

[8] Galvin and Associates. 2004. *The City of Ontario's Historic Context for the New Model Colony Area. Prepared for City of Ontario Planning Department.* https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/Historic_Preservation/the_dairy_industry.pdf. (accessed April 2023).

[9] City of Ontario. 2011. *Development Code, Article 26*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/Historic_Preservation/historic_preservation_ordinance_0.pdf (accessed April 2023).

4.5.4 Impact Thresholds and Significance Criteria

State CEQA Guidelines Appendix G contains the Environmental Checklist Form, which includes questions concerning cultural resources. The questions presented in the Environmental Checklist Form have been utilized as significance criteria in this section.

Accordingly, the Project would have a significant effect on the environment if it would:

- Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5;
- Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5; or
- Disturb any human remains, including those interred outsides of dedicated cemeteries.

Historical Resources

State CEQA Guidelines §15064.5 provides direction on determining significance of impacts to archaeological and historical resources. Generally, a resource shall be considered "historically significant" if the resource meets the criteria for listing on the CRHR.

- Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;
- Is associated with the lives of persons important in our past;
- Embodies the distinctive characteristics of a type, period, region or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or
- Has yielded, or may be likely to yield, information important in prehistory or history. (PRC Section 5024.1; 14 CCR Section 4852)

The fact that a resource is not listed in the CRHR, not determined to be eligible for listing, or not included in a local register of historical resources does not preclude a lead agency from determining that it may be a historical resource. The City is a Certified Local Government (CLG) that is required to review historic resource surveys and make a determination of eligibility for listing on an ongoing basis as part of the implementation of the certified historic preservation program.

Methodology and Assumptions

Cultural Resource Assessment Results

As discussed previously, a Cultural Resources Assessment (***Appendix D1*** of this Draft EIR) was prepared for the Project site. The Cultural Resource Assessment includes a thorough literature review, an intensive-level cultural resources field survey field investigation, and cultural resources recommendations for the proposed development. The results are discussed herein.

Records Search

Data from the SCCIC revealed that 10 previous cultural resources studies have taken place and two cultural resources have been recorded within one half-mile of the Project site. Two of the previous studies have assessed small portions of the Project site for cultural resources resulting in one cultural resource (a transmission alignment designated P-36-25440) previously recorded within its boundaries. Records search results are summarized in ***Table 4.5-1: Cultural Resources and Reports Within One Half-Mile of the Project Site*** below.

Table 4.5-1: Cultural Resources and Reports Within One Half-Mile of the Project Site

USGS 7.5 Min Quad	Cultural Resources Within One Half-Mile of Project Site	Studies W/in One Half-Mile
Ontario (1981), Prado Dam (1981), California	P-36-25440: Historic-Period Chino-Mira Loma No.1 Transmission Alignment (Crosses Project Site) P-36-26725: Historic-Period Building (1/2 Mile SW)	SB-1499, 2623, 2678, 3012, 3688, 4402, 4404*, 6095*, 7898, 7968
Source: ***Appendix D1***. Notes: *Previously assessed a portion of the Project site.		

Field Survey

BCR Consulting conducted the field survey on October 31, 2022, February 8, 2023, and on May 22, 2023. The Project site has been completely disturbed by historic-period and modern dairy and agricultural developments, and by the installation of public utility alignments. Vegetation at the time of survey included a seasonal pumpkin patch on the northern portion of the project site and seasonal grasses were seen throughout the *P*roject area. Average visibility was approximately 50 percent and sediment comprised sandy silt with very few rocks. Two historic-period dairies and one historic-period transmission alignment were recorded during the survey and are discussed below.

Significance Criteria and Evaluation Results

California Register of Historical Resources. The CRHR criteria are based on NRHP criteria. For a property to be eligible for inclusion on the CRHR or as a City Landmark, one or more of the following criteria must be met:

1. It is associated with the events that have made a significant contribution to the broad patterns of local or regional history, or the cultural heritage of California or the U.S.;
2. It is associated with the lives of persons important to local, California, or U.S. history;
3. It embodies the distinctive characteristics of a type, period, region, or method of construction, represents the work of a master, possesses high artistic values; and/or
4. It has yielded, or has the potential to yield, information important to the prehistory or history of the local area, California, or the nation.

In addition to meeting one or more of the above criteria, the CRHR requires that sufficient time has passed since a resource's period of significance to "obtain a scholarly perspective on the events or individuals

associated with the resources." (CCR Section 4852 [d][2]). The CRHR also requires that a resource possess integrity. This is defined as the ability for the resource to convey its significance through seven aspects: location, setting, design, materials, workmanship, feeling, and association.

In addition to evaluation for NRHP and CRHR listing eligibility, the City of Ontario Development Code Article 26: Historic Preservation (Section 9-1.2615) provides the following designation criteria for a property to qualify as a City Historic Landmark:

a) It exemplifies or reflects special elements of the City's history;

b) It is identified with persons or events significant in local, state, or national history;

c) It is representative of the work of a notable builder, designer, architect, or artist;

d) It embodies distinguishing architectural characteristics of a style, type, period, or method of construction;

e) It is a noteworthy example of the use of indigenous materials or craftsmanship;

f) It embodies elements that represent a significant structural, engineering, or architectural achievement or innovation;

g) It has a unique location, a singular physical characteristic, or is an established and familiar visual feature of a neighborhood, community or the City; or

h) It is one of the few remaining examples in the City, region, state, or nation possessing distinguishing characteristics of an architectural or historical type or specimen.

California Register of Historical Resources Results

During the research and field survey, six resources were identified, recorded, and evaluated for CRHR listing eligibility (i.e., significance under CEQA). These include the historic-period Grant Dairy at 13813 Euclid Avenue, a historic-period rural-residential property at 14095 Euclid Avenue, an unnamed historic-period dairy at 7275 Schaefer Avenue, a historic-period rural-residential property at 7218 & 7226 Edison Avenue, an unnamed historic-period dairy at 7244 & 7260 Edison Avenue, and a historic-period transmission alignment designated P-36-25440. CRHR listing eligibility recommendations are summarized in the below ***Table 4.5-2: Historic-Period Resources***; see ***Appendix D1*** of the Draft EIR for additional detail.

Table 4.5-2: Historic-Period Resources

Property Type	Address	California Register of Historic Resources Eligibility
Historic-Period Grant Dairy	13813 Euclid Avenue	Recommended Eligible
Historic-Period Rural Residential	14095 Euclid Avenue	Recommended Not Eligible
Historic-Period Dairy	7275 Schaefer Avenue	Recommended Eligible
Historic-Period Rural Residential	7218 & 7226 Edison Avenue	Recommended Not Eligible
Historic-Period Dairy	7244 & 7260 Edison Avenue	Recommended Eligible
Historic-Period Transmission	P-36-25440	Recommended Not Eligible

Property Type	Address	California Register of Historic Resources Eligibility
Alignment		
Source: ***Appendix D1***.		

City of Ontario Criteria Results

13813 Euclid Avenue City of Ontario Designation Criteria. The Historic-Period Grant Dairy at 13813 Euclid Avenue comprises a Streamline Moderne-style milk parlor, two residences and several ancillary buildings, and other dairy features; refer to ***Appendix D1*** for information regarding Streamline Moderne-style milk parlors. The dairy is recommended eligible for CRHR listing under Criterion 1, 2, and 3. The property is therefore considered a "historical resource" under CEQA. However, the two residences, ancillary buildings, and other features have been modified outside the historic period. They do not contribute to the overall significance of the Grant Dairy and as such do not warrant preservation. The milk parlor is an excellent example of a Streamline Moderne milk parlor, which has been previously identified in a historic context statement as an important local property type. It features design elements such as the rounded corners of the facades, a shaped parapet, glass block windows, and a flat clay tile roof. The Streamline Moderne milk parlor warrants preservation.

The property meets the requirements for designation under the following criteria:

a) The property exemplifies/reflects special elements of the City's dairy history.

b) It is identified with Austin Grant-a pioneer in the dairy industry.

d) The milk parlor embodies distinguishing architectural characteristics.

h) The milk parlor is one of the few remaining examples in the region of its type.

14095 Euclid Avenue CRHR Evaluation. This property was never used as a dairy and therefore has no associations with the New Model Colony.

14095 Euclid Avenue City of Ontario Designation Criteria. The property does not meet any of the eight City Designation Criteria, and as such does not qualify as a City Historic Landmark.

7275 Schaefer Avenue City of Ontario Designation Criteria. The historic-period dairy at 7275 Schaefer Avenue comprises a Streamline Moderne-style milk parlor, a second milk parlor (c1965), and two residences as well as outbuildings, several goat barns, hay storage structures, and an effluent pond to the south. Of these elements, only the Streamline Moderne-style milk parlor is eligible because it is an important local property type under Criterion 3 of the CRHR. It has been previously identified in a historic context statement as an important local property type. It features design elements such as the rounded corners of the facades, a shaped parapet, glass block windows that curve around a corner, and a flat clay tile roof. The property is therefore considered a "historical resource" under CEQA, based on the significance of the milk parlor (which warrants preservation or mitigation). The other buildings lack significance and do not warrant preservation or mitigation under CEQA.

The property meets the requirements for designation under the following criteria:

a) The property exemplifies/reflects special elements of the City's dairy history.

d) The milk parlor embodies distinguishing architectural characteristics.

h) The milk parlor is one of the few remaining examples in the region of its type.

7218 & 7226 Edison Avenue CRHR Evaluation. This property was never used as a dairy and therefore has no associations with this local historic context.

7218 & 7226 Edison Avenue City of Ontario Designation Criteria. The property does not meet any of the eight City Designation Criteria, and as such does not qualify as a City Historic Landmark.

7244 & 7260 City of Ontario Designation Criteria. The historic-period dairy at 7244 & 7260 Edison Avenue comprises a historic-period residence to the west, a historic-period residence to the east, and a historic-period Streamline Moderne-style milking parlor at the center. This dairy is recommended eligible for CRHR listing under Criterion 1, 2, and 3. The property is therefore considered a "historical resource" under CEQA. However, the two residences do not contribute to the overall significance of the historic-period dairy and as such do not warrant preservation. The milk parlor is an excellent example of a Streamline Moderne-style milk parlor, which has been previously identified in a historic context statement as an important local property type. It features design elements such as the smooth stucco finish, projecting center volume, rounded corners, shaped parapet, and decorative clay tile roof, and it warrants preservation under CEQA.

The property meets the requirements for designation under the following criteria:

a) The property exemplifies/reflects special elements of the City's dairy history.

b) It is identified with Floris Ykema-a prominent leader in the dairy industry.

d) The milk parlor embodies distinguishing architectural characteristics.

h) The milk parlor is one of the few remaining examples in the region of its type.

Approach To Analysis

This analysis of impacts on cultural resources examines the Project's temporary (i.e., construction) and permanent (i.e., operational) effects based on application of the significance criteria/thresholds outlined above. Each criterion is discussed in the context of the Project area and the surrounding characteristics/ geography. The impact conclusions consider the potential for changes in environmental conditions, as well as compliance with the regulatory framework enacted to protect the environment.

The baseline conditions and impact analyses are based on field observations, review of Project maps and drawings; analysis of aerial and ground-level photographs; and review of various data available in public records, including local planning documents. The determination that any components of the Project may result in "significant" adverse effects on historical and archaeological resources and human remains considers the existing site's historical resource value and the severity of the Project implementation on resources that may be considered historical.

4.5.5 Plans, Programs, and Policies

PPP CUL-1 Cultural and paleontological resources are recognized as nonrenewable resources and receive protection under the PRC and CEQA.

PPP CUL-2 Native American historical and cultural resources and sacred sites are protected under PRC Sections 5097.9 to 5097.991, which require that descendants be notified when Native American human remains are discovered and provide for treatment and disposition of human remains and associated grave goods.

PPP CUL-5 If human remains are discovered within a project area, disturbance of the site must stop until the coroner has investigated and made recommendations for the treatment and disposition of the human remains to the person responsible for the excavation, or to his or her authorized representative. If the coroner has reason to believe the human remains are those of a Native American, he or she shall contact, by telephone within 24 hours, the NAHC. (California HSC Section 7050.5).

4.5.6 Impacts and Mitigation Measures

Impact 4.5-1 ***Would the Project cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?***

Level of Significance: Significant and Unavoidable

Specific Plan – Phase I and Phase II Future Development Areas

Construction and Operation

Under CEQA, a project has a significant impact on a historical resource if it "would result in the physical demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of an historical resources would be materially impaired" (State CEQA Guidelines Section 15064.5(b)(1)). Material impairment would occur if the Project would result in demolition or material alteration of those physical characteristics that convey the resource's historical significance (State CEQA Guidelines Section 15064.5(b)(2)).

BCR Consulting conducted the Cultural Resources Assessment (***Appendix D1***) for the Project. As stated previously, during the research and field survey, six resources were identified, recorded, and evaluated for CRHR listing eligibility (i.e., significance under CEQA). These include the historic-period Grant Dairy at 13813 Euclid Avenue, a historic-period rural-residential property at 14095 Euclid Avenue, an unnamed historic-period dairy at 7275 Schaefer Avenue, a historic-period rural-residential property at 7218 & 7226 Edison Avenue, an unnamed historic-period dairy at 7244 & 7260 Edison Avenue, and a historic-period transmission alignment designated P-36-25440.

Based on the results of the Cultural Resources Assessment (***Appendix D1***), the historic-period rural residential property at 14095 Euclid Avenue, the historic-period rural residential property at 7218 & 7226 Edison Avenue, and the transmission alignment designated P-36-25440 have been evaluated and are recommended not eligible for CRHR eligibility. They do not warrant further consideration. However, as stated above, potential historical resources in the Project study area consist of the historic-period Grant

Dairy at 13813 Euclid Avenue, the historic-period Dairy at 7275 Schaefer Avenue, and the historic-period dairy at 7244 & 7260 Edison Avenue. As proposed, these buildings would be demolished to facilitate development of the Project.

Preservation in place is the preferred manner of mitigating impacts to historical resources under CEQA. Based on results of the current study, the Art Deco Milk Parlor located at the Grant Dairy merits preservation. If preservation of the Art Deco Milk Parlor is feasible, no other cultural resources work, or monitoring is recommended for the portions of the project site that have been subject to inventory. The significance of a historical resource is impaired when a project demolishes or materially alters in an adverse manner those physical characteristics of a historical resource that convey its historical significance and that justify its eligibility for the CRHR. If an impact on a historical or archaeological resource is significant, CEQA requires feasible measures to minimize the impact (State CEQA Guidelines Section 15126.4 (a)(1)). Mitigation of significant impacts must lessen or eliminate the physical impact that the project will have on the resource. Where preservation is not an option, a data collection mitigation program has been developed in which potential adverse effects of any proposed demolition would be reduced. Preservation in place is considered infeasible in regard to the three potential historic resources, identified above. Preserving these buildings in place would inhibit the attainment of basic Project objectives, as described in ***Section 6.0: Alternatives***. Therefore, it is required to assess the feasibility of relocating the three historic milk parlors. However, relocation would not mitigate impacts to historic resources to less than significant levels.

A Feasibility Study (***Appendix D2***) for the relocation of two historic milk parlors, located on the Venegas Farm (13813 Euclid Avenue) and the Drake Farm (7275 Schaefer Avenue), was conducted by Structural Focus in November 2023. The Feasibility Study makes determinations on the feasibility of relocation for the two milk parlors located within the Phase I area of the Project site. The findings are based on visual observations made while on both milk parlor sites on October 25, 2023. Structural Focus observed that the Drake Farm Milk Parlor is in relatively good condition and is currently functioning as a working parlor. The Venegas Farm Milk Parlor is also functioning as a working parlor, but the wood and corrugated metal roof of the back portion is in bad condition. Additionally, approximately 20 feet at the back of the building has been demolished, and the back 20 feet of the existing building is severely deteriorated and in danger of collapse. Based on these observations, the Feasibility Study presents the following findings related to the relocation of the two historic milk parlors:

- **Venegas Farm Milk Parlor** – The roof of the front portion of the building could be lifted and relocated. It is not feasible to relocate the remainder of the front portion and the entire back portion of the building.
- **Drake Farm Milk Parlor** – It is feasible to relocate the building in its entirety (with the exception of the stem walls in the front and back portion of the parlor and the animal stalls in the back portion of the parlor).

Prior to any project-related impacts to significant resources, the City would complete or require the completion of Historic American Building Survey (HABS) style photographic documentation of the subject property. While the photographs would meet HABS standards, only local curation (and no federal curation

or involvement) would be necessary. The photographic documentation will be provided to the City (and any required local repositories) for curation. However:

> In most cases the use of drawings, photographs, and/or displays does not mitigate the physical impact on the environment caused by demolition or destruction of an historical resource (14 CCR § 15126.4(b)). However, CEQA requires that all feasible mitigation be undertaken even if it does not mitigate below a level of significance. In this context, recordation serves a legitimate archival purpose. The level of documentation required as a mitigation should be proportionate with the level of significance of the resource (http://ohp.parks.ca.gov/?page_id=21727).

Through this mitigation measure, impacts to the Project site would be reduced. However, it may not be possible to reduce impacts of demolition below a level of significance.

Therefore, impacts would be potentially significant (impacts to residences and/or dairy properties) and mitigation would be required. The application of **MM CUL-1** through **MM CUL-8** would ensure that every effort would be made to reduce impacts to the historical resources on-site to the extent feasible. **MM CUL-1** ensures that every effort would be made to relocate the eligible historic buildings on the Project site, including offering relocation for the historical buildings off-site at no cost; and advertisements notifying the public of the opportunity to relocate the buildings would be placed on-site with temporary signage, in at least three local publications (newspapers, magazines, local organization newsletters), and on local bulletin boards (realtor's offices, local business), for a minimum of 45 days. **MM CUL-2** would require full documentation of the historical buildings following Historic American Buildings Survey standards, of the historical resource be submitted to the Planning Department for review and approval and subsequent release to the Ovitt Family Community Library, Model Colony History Room prior to issuance of demolition building permit. **MM CUL-3** ensures a mitigation fee payment is made to the Planning Department, pursuant to Section 7.01.030 of the Ontario Development Code. **MM CUL-4** requires that the Planning Department determine whether items within or on the historical resource should be salvaged. The applicant shall be responsible for the removal, relocation and donation of such items selected for salvaging. An inventory of salvaged items shall be provided by the applicant to the Planning Department prior to be to issuance of demolition permit. **MM CUL-5** requires the applicant to obtain a building permit prior to any demolition, relocation, or construction.

In the absence of a relocation feasibility study for the historic milk parlor located in the Phase II area, impacts within the Phase II area are not fully known. Thus, **MM CUL-6** would apply. **MM CUL-6** requires that a feasibility study of the relocation and adaptive reuse be completed for the milk parlor located within the Phase II area (at 7244 and 7260 Edison Avenue), such as that conducted for the Phase I area historic resources (at 13813 Euclid Avenue and 7275 Schaefer Avenue; refer to **Appendix E3**). Should relocation be deemed infeasible, **MM CUL-1** would apply to the milk parlor within the Phase II area. Further, **MM CUL-7** would require that a comparative study of other dairy areas within California be conducted to further understand the significance of dairy farming at a local, regional, and statewide level.

Finally, **MM CUL-8** would require the creation of a 12-15 minute documentary that focuses on the dairy history, themes, site, building, and stories gathered from new and archived oral interviews, dairy context

and recent dairy surveys. Implementation of **MM CUL-1** through **MM CUL-8** would reduce impacts to historic resources, however impacts would remain significant and unavoidable.

Conclusion

As noted above, the Project would have significant and unavoidable impacts pertaining to historical resources. The proposed Project Specific Plan proposes the same land uses as contained in the City's TOP 2050. Implementation of **MM CUL-1** through **MM CUL-8** is required, in addition to compliance with applicable plans, policies, and programs, including the proposed Project Specific Plan and TOP 2050.[10]

Mitigation Measures

MM CUL-1 Prior to issuance of a demolition building permit, every effort shall be made to relocate the Milk Parlor (front portion). The building shall be offered at no cost for those who can relocate off site. Advertisements notifying the public of the opportunity to relocate the building shall be placed for a minimum of 30 days: on-site with temporary signage, in at least three local publications (newspapers, magazines, local organization newsletters), and on local bulletin boards.

MM CUL-2 Full documentation, including but not limited to as built drawing, historical narrative, and Historic American Building Survey (HABS) photographs of the historic resource pursuant to HABS Level 3 standards shall be submitted to the Planning Department for subsequent release to the Ovitt Family Community Library, Model Colony History Room prior to issuance of demolition building permit.

MM CUL-3 A mitigation fee pursuant to Section 7.01.030 of the Ontario Development Code shall be paid to the Planning Department prior to issuance of building permit for demolition. Mitigation fee is equal to 30% of the price per square foot construction cost as established in the most current International Code Council Building Valuation Data. The fee amount will be provided by the Planning Department at the time of payment. Funds will be deposited into the City's Historic Preservation Trust Fund.

MM CUL-4 A determination whether items within or on the resource should be salvaged shall be made by the Planning Department. The applicant shall be responsible for the removal, relocation and donation of such items selected for salvaging. An inventory of salvaged items shall be provided by the applicant to the Planning Department prior to the issuance of building permit.

MM CUL-5 The applicant shall obtain a building permit prior to any demolition, relocation, or construction.

MM CUL-6 A feasibility study of the relocation and adaptive reuse shall be completed by a qualified architect and structural engineer who specializes in historic buildings in consultation with contractors who specialize in moving buildings for the Milk Parlor

[10] City of Ontario. 2022. *TOP 2050 Final Supplemental Environmental Impact Report, Section 5.5, Cultural Resources*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf. (accessed April 2023).

located within the area identified as Phase II. MM CUL-1 shall be implemented if determined relocation is feasible.

MM CUL-7 Conduct a comparative study of other dairy areas within California such as the San Joaquin Valley, Arcata Bottoms in Humboldt County, and the Fresno region to further understand the significance of dairy farming at a local, regional, and statewide level.

MM CUL-8 Produce a short video documentary on the operations of a functioning dairy located within the Ontario Ranch area. The 12-15 minute documentary should focus on the dairy history, themes, site, building, and stories gathered from new and archived oral interviews, dairy context and recent dairy surveys.

Impact 4.5-2 Would the Project cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?

Level of Significance: Less Than Significant with Mitigation Incorporated

Specific Plan – Phase I and Phase II Future Development Areas

Construction and Operation

One purpose of the Cultural Resources Assessment was to determine whether significant archaeological deposits were present within the proposed Project area. Although none were identified during the records search and field survey, ground-disturbing activities have the potential to reveal buried deposits not observed on the surface. If discovered, impacts to those resources would be potentially significant. In order to minimize any potential impact to the environment, impacts to archaeological resources are considered potentially significant and mitigation measures are required to ensure the proper treatment of undiscovered archaeological resources that may be encountered during grading. The application of mitigation measures **MM CUL-9** and **MM CUL-10** below requiring Cultural Awareness training for all construction and field personnel and ensure the proper treatment of undiscovered archaeological resources that may be encountered during grading would reduce the impacts to less than significant levels.

Following the completion of construction of the Project and disturbances to the site, the Project operation will not include further ground disturbing activities, and it is not anticipated to cause a substantial or adverse change in the significant of an archaeological resource since construction will be completed and mitigation measures applied. Therefore, impacts will be less than significant.

Conclusion

As noted above, the Project would have a less than significant impact with mitigation incorporated pertaining to archaeological resources. The proposed Project Specific Plan proposes the same land uses as contained in the City's TOP 2050. Impacts would be less than significant with implementation of **MM CUL-9** and **MM CUL-10** below, in addition to applicable plans, policies, and programs, including the proposed Project Specific Plan and TOP 2050.[11]

[11] Ibid.

Mitigation Measures

Refer to **MM CUL-1** through **MM CUL-8** above.

MM CUL-9 Prior to the issuance of any grading permits for the Project area, a Cultural Awareness Training Program shall be provided to all construction managers and construction personnel prior to commencing any ground disturbance work within the Project area. The training shall be prepared and conducted by a Qualified Archaeologist to the satisfaction of the City Planning Department. The training may be discontinued when ground disturbance is completed. Construction personnel shall not be permitted to operate equipment within the construction area unless they have attended the training. A copy of the training transcript and/or training video, as well as a list of the names of all personnel who attended the training and copies of the signed acknowledgment forms shall be submitted to the City Planning Department for their review and approval.

MM CUL-10 Should any cultural resources be discovered during Project implementation; the City Planning Department and a Qualified Archaeologist shall be notified to assess the nature and significance of the find. Should any cultural resources be deemed significant, the Qualified Archaeologist shall draft a treatment plan for review and approval by the City Planning Department. Tribes listed on the City's contact list for the Project shall be notified of any significance discovery that is Native American in origin and be given the opportunity to comment on the treatment plan prior to implementation. All final site records, reports, etc. associated with the discovery, evaluation, and treatment of cultural resources discovered during Project implementation shall be submitted to the South-Central Coastal Information Center (SCCIC).

Impact 4.5-3 ***Would the Project disturb any human remains, including those interred outsides of dedicated cemeteries?***

Level of Significance: Less Than Significant

Specific Plan – Phase I and Phase II Future Development Areas

Construction and Operation

No cemeteries or similar uses exist on the Project area. As well, no uses on the Project site would include the preservation, containment, or burial of human remains. Despite the lack of human remains on the Project area, there is still a remote possibility of encountering human remains buried since the existing uses were established in 1963. As the records search and field survey did not reveal any resources known to contain human remains within or near the Project area, the Cultural Resources Assessment conducted for the Project concluded that the potential presence of archeological deposits, which include human remains, would be low. However, though none were identified during the records search and field survey, ground-disturbing activities have the potential to reveal buried remains not observed on the surface. If discovered, impacts to human remains would be potentially significant.

In order to maintain a conservative consideration of potential impacts to human remains, the Project would comply with the mandates provided by State regulations, including Health and Safety Code (HSC) Sections 7050.5-7055, PRC Section 5097.94, and PRC Section 5097.98-5097.99. HSC Sections 7050.5-7055 describe the general provisions for process for discovery and treatment of human remains. Specifically, HSC Section 7050.5 prescribes the requirements for the treatment of any human remains that are accidentally discovered during excavation of a Project area. HSC §7050.5 requires that all activities cease within the vicinity of the find and the County Coroner be contacted immediately to inspect the remains. As set forth in HSC Section 7050.5 and PRC §5087.98, for Native American human remains, the County Coroner will contact the Native American Heritage Commission (NAHC), who would then designate the Most Likely Descendant (MLD) of the unearthed human remains. Following compliance with the established regulatory framework (i.e., HSC Sections 7050.5-7055, PRC Section 5097.94, and PRC Sections 5097.98-5097.99), the Project's impacts concerning potential to disturb human remains, would be reduced to less than significant.

Conclusion

As noted above, the Project would result in a less than significant impact pertaining to the disturbance of human remains. The proposed Project Specific Plan proposes the same land uses as contained in the City's TOP 2050. No mitigation is required other than compliance with applicable plans, policies, and programs, including the proposed Project Specific Plan and TOP 2050.

Mitigation Measures

No mitigation is required.

4.5.7 Cumulative Impacts

Cultural resources impacts are site specific and generally do not combine to result in cumulative impacts. In the immediate vicinity of the Project area, no significant cultural resources were identified that could combine with the effects of the Project to result in a cumulatively significant impact to cultural resources. However, cultural resources investigations would be required for other projects before the City of Ontario would permit ground disturbances or demolition or substantial alteration of existing structures. Such investigations would identify resources on the affected Project areas that are or appear to be eligible for listing on the NRHP or CRHR. Such investigations would also recommend mitigation measures to protect and preserve cultural resources. The Project includes mitigation measures to ensure proper identification, treatment, and preservation of cultural resources on the Project. Therefore, cumulative impacts to cultural resources would be less than significant.

The Project could result in potential site-specific impacts to currently unknown archaeological and cultural resources discovered during grading and trenching activities. Other projects within the cumulative study area also have the potential to result in damage and/or loss to these resources. The combination of the Project as well as past, present, and reasonably foreseeable projects in the City and County would be required to comply with all applicable state, federal, County, and local regulations concerning preservation, salvage, or handling of cultural resources, including compliance with required mitigation. Similar to the Project, these projects also would be required to implement and conform to mitigation

measures, which would be likely to reduce impacts to less than significant. Although in the process of development, some known or unknown resources may be lost, it is not anticipated that these impacts would be cumulatively considerable. In addition, implementation of **MM CUL-1** through **MM CUL-10** would reduce Project-specific impacts to the extent feasible. However, despite implementation of all applicable mitigation measures, Project-specific impacts relating to historic resources would be significant and unavoidable. Additionally, the Project would be pursuant to TOP 2050 and would represent a consistent and logical continuation of the existing and planned pattern of development in Ontario, specifically the Ontario Ranch area. The City has long anticipated that this area would transition from dairy/agricultural to urban uses, and the Project Specific Plan is implementing TOP 2050.[12] Therefore, in consideration of the findings of the TOP 2050 Final Supplemental EIR, the Project's contribution to cumulative impacts would be less than significant.

4.5.8 Significant Unavoidable Impacts

The Project area consists of three cultural resources; the historic-period Grant Dairy at 13813 Euclid Avenue, an unnamed historic period dairy at 7275 Schaefer Avenue, and an unnamed historic-period dairy at 7244 & 7260 Edison Avenue, which were found to be significant and eligible for listing in the CRHR. These findings are consistent with the information provided by the City. As proposed, the Project will lead to significant impacts to this historical resource, as the buildings would be demolished to facilitate development of the Project. As mentioned above, every effort would be made to relocate the historic milk parlors, when feasible based on the structural integrity of the buildings. However, relocation does not mitigate impacts to a less than significant level and impacts to historic resources would be significant and unavoidable. This unavoidable significant impact is consistent with findings of the City's TOP 2010 Certified EIR and TOP 2050 Final Supplemental EIR, which implemented the interim Agricultural Overlay District in anticipation of future development for the site. Even with implementation of regulatory requirements, standard conditions of approval, and consideration of mitigation, the Project would result in significant and unavoidable impacts.

4.5.9 References

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4.6 ENERGY

4.6.1 Introduction

This section of the Draft Environmental Impact Report (EIR) evaluates potential impacts related to energy resources associated with the Euclid Mixed-Use Specific Plan Project (Project), within the City of Ontario (City). The energy analysis consists of a summary of the existing conditions, the energy regulatory framework, a discussion of the Project's potential impacts on energy resources, and identification of mitigation of the Project that may reduce energy consumption, as needed.

This Section and environmental discussion use information from the following City documents:

- The Ontario Plan 2050
- City of Ontario Municipal Code
- City of Ontario TOP 2050 Final Supplemental EIR

Additionally, the following analysis is based in part on information obtained from:

- Kimley-Horn and Associates. April 2023. *Energy Calculations.* (***Appendix B4***)

4.6.2 Environmental Setting

Energy use is typically quantified using the British Thermal Unit (BTU), a unit of heat defined as the amount of heat energy required to raise one pound-mass of water by one degree Fahrenheit. Total energy use in California was 7,966.6 trillion BTU in 2018 (the most recent year for which this specific data is available), with a total consumption per capita being 202 million BTU. The State is the second largest consumer of energy in the U.S. but ranks 50th for energy consumption on a per capita basis. Of California's total energy use, the breakdown by sector is approximately 39.8 percent transportation, 23.2 percent industrial, 18.9 percent commercial, and 18.1 percent residential. Electricity and natural gas in California are generally used by stationary sources such as residences, commercial sites, and industrial facilities, whereas petroleum use is generally accounted for by transportation-related energy use.[1]

Electricity

Electricity as a utility is a man-made resource. The production of electricity requires the consumption or conversion of resources, including water, wind, oil, gas, coal, solar, geothermal, and nuclear resources, into energy. The delivery of electricity requires several system components including substations and transformers that lower transmission line power (voltage) to a level appropriate for distribution and use. The electricity generated is distributed through a network of transmission and distribution lines commonly called a power grid. Conveyance of electricity through transmission lines is typically responsive to market demands.

Energy capacity, or electrical power, is generally measured in watts (W), while energy use is measured in watt-hours (Wh). For example, if a light bulb has a capacity rating of 100 W, the energy required to keep

[1] US Energy Information Agency (USEIA). 2019. *California State Energy Profile*. https://www.eia.gov/state/print.php?sid=CA. (accessed April 2023).

the bulb on for 1 hour would be 100 Wh. If ten 100 W bulbs were on for 1 hour, the energy required would be 1,000 Wh or 1 kilowatt-hour (kWh). On a utility-scale, a generator's capacity is typically rated in megawatts (MW), which is one million watts, while energy use is measured in megawatt-hours (MWh) or gigawatt-hours (GWh), which is one billion Wh.

The Project site is in Southern California Edison's (SCE) service area, which spans much of southern California from Orange and Riverside counties on the south to Santa Barbara County on the west to Mono County on the north. Total electricity consumption in SCE's service area was 103,045 GWh in 2021.[2] Sources of electricity sold by SCE in 2021, the latest year for which data are available, were:

- 32 percent renewable, consisting mostly of solar and wind
- 2 percent large hydroelectric
- 22 percent natural gas
- 9 percent nuclear
- 35 percent unspecified sources – that is, not traceable to specific sources[3]

The Project site generates electricity demand for the day-to-day operations of the agricultural and residential uses on-site. Existing use of electricity on-site includes lighting, heating and cooling, ventilation, and milking equipment, such as pumps and cooling systems.

Natural Gas

Southern California Gas Company (SoCalGas) provides gas service in the City and has facilities throughout the City, including the Project site. The service area of SoCalGas spans much of the southern half of California, from Imperial County on the southeast to San Luis Obispo County on the northwest to part of Fresno County on the north to Riverside County and most of San Bernardino County on the east. Total natural gas consumption in SoCalGas's service area was 6,755 million therms in 2021.[4]

The Project site generates natural gas demand for the day-to-day operations of the dairy farm and residences on-site. Estimated annual natural gas demand for the existing on-site operations is 387,510 kilo-BTU per year (kBTU/year) or 3,876 therms.[3] Natural gas demands on-site mainly stem from the use of space and water heaters, cooking appliances, and laundry and water appliances.

[2] California Energy Commission. 2016. *Electricity Consumption by Planning Area*. http://www.ecdms.energy.ca.gov/elecbyplan.aspx. (accessed April 2023).
[3] Southern California Edison. 2022. *2021 Power Content Label, Southern California Edison*. https://www.sce.com/sites/default/files/custom-files/Web%20files/2021%20Power%20Content%20Label.pdf. (accessed April 2023).
[4] California Energy Commission. 2016. *Gas Consumption by Planning Area*. http://www.ecdms.energy.ca.gov/gasbyplan.aspx. (accessed April 2023).

4.6.3 Regulatory Setting

Federal

Energy Independence and Security Act of 2007

The Energy Independence and Security Act (EISA; Public Law 110-140) was signed into law by President George W. Bush on December 19, 2007. The Act's goal is to achieve energy security in the United States by increasing renewable fuel production, improving energy efficiency and performance, protecting consumers, improving vehicle fuel economy, and promoting research on greenhouse gas (GHG) capture and storage. Under the EISA, the Renewable Fuel Standard (RFS) program (RFS2) was expanded in several keyways:

- Expanded the RFS program to include diesel, in addition to gasoline;
- Increased the volume of renewable fuel required to be blended into transportation fuel from 9 billion gallons in 2008 to 36 billion gallons by 2022;
- Established new categories of renewable fuel and set separate volume requirements for each; and
- Required the U.S. Environmental Protection Agency (EPA) to apply lifecycle GHG performance threshold standards to ensure that each category of renewable fuel emits fewer GHGs than the petroleum fuel it replaces.

RFS2 lays the foundation for achieving significant reductions of GHG emissions from the use of renewable fuels, for reducing imported petroleum, and encouraging the development and expansion of our nation's renewable fuels sector.

The EISA also includes a variety of new standards for lighting and for residential and commercial appliance equipment. The equipment includes residential refrigerators, freezers, refrigerator-freezers, metal halide lamps, and commercial walk-in coolers and freezers.

State

Assembly Bill 32 and Senate Bill 32

California's major initiative for reducing GHG emissions is outlined in Assembly Bill (AB) 32, the "California Global Warming Solutions Act of 2006." AB 32 codifies the statewide goal of reducing GHG emissions to 1990 levels by 2020, and requires CARB to prepare a Scoping Plan that outlines the main State strategies for reducing GHGs to meet the 2020 deadline. In addition, AB 32 requires CARB to adopt regulations to require reporting and verification of statewide GHG emissions. Reductions in overall energy consumption have been implemented to reduce emissions. See ***Section 4.8: Greenhouse Gas Emissions,*** of this Draft EIR for a further discussion of AB 32.

In September 2016, the Governor signed into legislation SB 32, which builds on AB 32 and requires the state to cut GHG emissions to 40 percent below 1990 levels by 2030. With SB 32, the Legislature also passed AB 197, which provides additional direction for updating the Scoping Plan to meet the 2030 GHG

reduction target codified in SB 32. The California Air Resources Board (CARB) has published a draft update to the Scoping Plan and has received public comments on this draft but has not released the final version.

Additional energy efficiency measures beyond the current regulations are needed to meet these goals as well as the AB 32 GHG reduction goal of reducing Statewide GHG emissions to 1990 levels by 2020 and the SB 32 goal of 40 percent below 1990 levels by 2030 (see ***Section 4.8: Greenhouse Gas Emissions***, for a discussion of AB 32 and SB 32). Part of the effort in meeting California's long-term reduction goals include reducing petroleum use in cars and trucks by 50 percent, increasing from one-third to more than one-half of California's electricity derived from renewable sources, doubling the efficiency savings achieved at existing buildings and making heating fuels cleaner; reducing the release of methane, black carbon, and other short-lived climate pollutants, and managing farm and rangelands, forests, and wetlands so they can store carbon.

California Building Energy Efficiency Standards: Title 24, Part 6 (California Energy Code)

Building Energy Efficiency Standards for Residential and Nonresidential Buildings (California Code of Regulations [CCR], Title 24, Part 6), commonly referred to as "Title 24," California's energy efficiency standards for residential and non-residential buildings, was established by the California Energy Commission (CEC) in 1978 in response to a legislative mandate to create uniform building codes to reduce California's energy consumption, and provide energy efficiency standards for residential and non-residential buildings. The 2022 Building Energy Efficiency Standards, which took effect on January 1, 2023, promote photovoltaic (PV) systems in newly constructed buildings, electric ready requirements in new homes, and new electric heat pump requirements for buildings. The California Building Energy Efficiency Standards (CBEES) updates focus on several key areas to improve the energy efficiency of newly constructed buildings and additions and alterations to existing buildings and include requirements that will enable both demand reductions during critical peak periods and future solar electric and thermal system installations.

The Title 24, Part 6 was created as part of the California Building Standards Code by the California Building Standards Commission in 1978 to establish statewide building energy efficiency standards to reduce California's energy use. These standards include provisions applicable to all buildings, residential and non-residential, which describe requirements for documentation and certificates that the building meets the standards. These provisions include mandatory requirements for efficiency and design of the following types of systems, equipment, and appliances:

- Air Conditioning Systems
- Heat Pumps
- Water Chillers
- Gas- and Oil-Fired Boilers
- Cooling Equipment
- Water Heaters and Equipment
- Pool and Spa Heaters and Equipment

- Gas-Fired Equipment Including Furnaces and Stoves/Ovens
- Windows and Exterior Doors
- Joints and Other Building Structure Openings (Envelope)
- Insulation and Cool Roofs
- Lighting Control Devices
- Solar PV Systems

The standards include additional mandatory requirements for space conditioning (cooling and heating), water heating, indoor and outdoor lighting systems, as well as equipment in non-residential, high-rise residential, and hotel or motel buildings. Mandatory requirements for low-rise residential buildings cover indoor and outdoor lighting, fireplaces, space cooling and heating equipment (including ducts and fans), and insulation of the structure, foundation, and water piping. The standards require solar PV systems for new homes. In addition to the mandatory requirements, the standards call for further energy efficiency that can be provided through a choice between performance and prescriptive compliance approaches. Separate sections apply to low-rise residential and to non-residential, high-rise residential, and hotel or motel buildings. In buildings designed for mixed use (e.g., commercial and residential), each section must meet the standards applicable to that type of occupancy.

The performance approach set forth under these standards provides for the calculation of an energy budget for each building and allows flexibility in building systems and features to meet the budget. The energy budget addresses space-conditioning (cooling and heating), lighting, and water heating. Compliance with the budget is determined using a CEC-approved computer software energy model. The alternative prescriptive standards require demonstrating compliance with specific minimum efficiency for components of the building such as building envelope insulation R-values, fenestration (areas, U-factor and solar heat gain coefficients of windows and doors) and heating and cooling, and water heating and lighting system design requirements. These requirements vary depending on the building's location in the State's 16 climate zones.

The CBEES are updated on an approximately three-year cycle as technology and methods have evolved. As a result of new law under AB 970, passed in the fall of 2000 in response to the State's electricity crisis, an emergency update of the standards went into effect in June 2001. The CEC then initiated an immediate follow-on proceeding to consider and adopt updated standards that could not be completed during the emergency proceeding. The CBEES updates focus on several key areas to improve the energy efficiency of newly constructed buildings and additions and alterations to existing buildings, and include requirements that will enable both demand reductions during critical peak periods and future solar electric and thermal system installations.

California Green Building Standards

The California Green Building Standards Code (CCR, Title 24, Part 11), commonly referred to as the CALGreen Code, is a Statewide mandatory construction code that was developed and adopted by the California Building Standards Commission and the California Department of Housing and Community

Development. The CALGreen Code requires new residential and commercial buildings to comply with mandatory measures under five topical areas: planning and design; energy efficiency; water efficiency and conservation; material conservation and resource efficiency; and environmental quality. The CALGreen Code also provides voluntary tiers and measures that local governments may adopt which encourage or require additional measures in the five green building topics. The most recent CALGreen Code was adopted in 2022 and went into effect January 1, 2023.

2008 California Energy Action Plan Update

The 2008 Energy Action Plan (EAP) Update provides a status update to the 2005 EAP II, which is the State of California's principal energy planning and policy document. The 2008 EAP continues the goals of the original EAP and describes a coordinated implementation plan for State energy policies, and identifies specific action areas to ensure that California's energy is adequate, affordable, technologically advanced, and environmentally sound. First-priority actions to address California's increasing energy demands are energy efficiency, demand response (i.e., reduction of customer energy usage during peak periods in order to address system reliability and support the best use of energy infrastructure), and the use of renewable sources of power. If these actions are unable to satisfy the increasing energy and capacity needs, the plan supports clean and efficient fossil-fired generation.

2006 Appliance Efficiency Regulations

The CEC adopted Appliance Efficiency Regulations (Title 20, CCR §§1601 through 1608) on October 11, 2006. The regulations were approved by the California Office of Administrative Law on December 14, 2006. The regulations include standards for both federally regulated appliances and non-federally regulated appliances. While these regulations are now often viewed as "business-as-usual," they exceed the standards imposed by all other states and they reduce GHG emissions by reducing energy demand.

Executive Order B-30-15, Senate Bill 350, and Senate Bill 100

In April 2015, the Governor issued Executive Order B-30-15, which established a GHG reduction target of 40 percent below 1990 levels by 2030. SB 350 (Chapter 547, Statutes of 2015) advanced these goals through two measures. First, the law increases the renewable power goal from 33 percent renewables by 2020 to 50 percent by 2030. Second, the law requires the CEC to establish annual targets to double energy efficiency in buildings by 2030. The law also requires the California Public Utilities Commission (CPUC) to direct electric utilities to establish annual efficiency targets and implement demand-reduction measures to achieve this goal. In 2018, SB 100 revised the goal of the program to achieve the 50 percent renewable resources target by December 31, 2026, and to achieve a 60 percent target by December 31, 2030. SB 100 also established a further goal to have an electric grid that is entirely powered by clean energy by 2045.

Local

City of Ontario Climate Action Plan

The City adopted the Community Climate Action Plan (CAP) in August 2022. The primary purpose of the City's Community CAP is to design a feasible strategy is to establish the long-term framework for action on climate change to ensure greenhouse gas pollution is reduced while boosting low-carbon innovation.

The City implemented a Development Screening Table and that is used to determine the significance of a project's GHG impacts. The CAP includes a specific target for GHG reductions for 2030, 2040, and 2050. The targets are consistent with broader State and federal reduction targets and will reflect contemporary scientific understanding of GHG reductions required by 2050.

City of Ontario General Plan – The Ontario Plan 2050

The Ontario Plan (TOP) 2050 Environmental Resources Element defines the ethic to guide management of the City's environmental resources; establishes goals for Environmental Infrastructure; maps environmental justice areas; and establishes policies that support system integration, resource conservation and regeneration, energy independence, environmental justice, and healthy communities. Included in TOP 2050 is the Policy Plan, which is a framework that would guide the City's future growth through the application of policies and goals. The following goals of TOP 2050 relate to visual and scenic resources. The TOP 2050 Environmental Resources Element contains policies which pertain to existing farms and improving the transition of farms to urban uses.

The following policy contained in the Environmental Resources Element is relevant to the Project:

Environmental Resources Element[5]

Goal ER-3 **Cost-effective and reliable energy system sustained through a combination of low impact buildings, site and neighborhood energy conservation, and diverse sources of energy generation that collectively helps to minimize the region's carbon footprint.**

Policy ER-3.1 **Conservation Strategy.** We require conservation as the first strategy to be employed to meet applicable energy-saving standards.

Policy ER-3.2 **Green Development – Communities.** We encourage the use of the LEED Neighborhood Development rating system, or similar mechanism, to guide the planning and development of all new communities.

Policy ER-3.3 **Building and Site Design.** We require new construction to incorporate energy efficient building and site design strategies, which could include appropriate solar orientation, maximum use of natural daylight, passive solar, and natural ventilation.

Policy ER-3.4 **Green Development – Public Buildings**. We require all new and substantially renovated City buildings in excess of 10,000 square feet achieve a LEED Silver Certification standard, as determined by the U.S. Green Building Council.

[5] City of Ontario. 2022. *TOP 2050, Environmental Resources Element*. https://www.ontarioca.gov/about-ontario-ontario-plan-policy-plan/environmental-resources. (accessed April 2023).

Policy ER-3.5 **Fuel Efficient and Alternative Energy Vehicles and Equipment.** We require purchase and use vehicles and equipment that are fuel efficient and meet or surpass state emissions requirements and/or use renewable sources of energy.

Policy ER-3.6 **Generation – Renewable Sources.** We promote the use of renewable energy sources (e.g., solar, wind, biomass) in public and private sector development.

4.6.4 Impact Thresholds of Significance Criteria

According to Appendix G of the State CEQA Guidelines, a project would normally have a significant effect on the environment if the project would:

- Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation.
- Conflict with or obstruct a state or local plan for renewable energy or energy efficiency.

Methodology

Based on CEQA Guidelines Appendix G, Energy Conservation, in order to ensure energy implications are considered in project decisions, CEQA identifies that EIRs include a discussion of the potential impacts of proposed projects, with particular emphasis on avoiding or reducing wasteful, unnecessary, or inefficient use of energy resources as applicable. Environmental effects may include the Project's energy requirements and its energy use efficiencies by amount and fuel type during demolition, construction, and operation; the effects of the Project on local and regional energy supplies; the effects of the Project on peak and base period demands for electricity and other forms of energy; the degree to which the Project complies with existing energy standards; the effects of the Project on energy resources; and the Project's projected transportation energy use requirements and its overall use of efficient transportation alternatives, if applicable. The energy and fuel usage information provided in this section is based on the following:

- **Building Energy:** Electricity and natural gas usage associated with building energy that would be generated by land uses accommodated under the Project are based on CalEEMod default electricity and natural gas rates. New buildings are modeled to comply with the 2022 Building Energy Efficiency Standards.
- **On-Road Vehicle Fuel Usage:** Fuel usage associated with operation-related vehicle trips in addition to construction-related vehicle trips (i.e., worker and vendor trips) are based on fuel usage data obtained from EMFAC2021, Version 1.0.2, and on vehicle trip generation and Vehicle Miles Traveled (VMT) data provided Urban Crossroads (see ***Appendix I2: Vehicle Miles Traveled Analysis***).
- **Off-Road Equipment Fuel Usage:** Fuel usage for construction-related off-road equipment are based on fuel usage data obtained from OFFROAD2021, Version 1.0.4, and on the equipment mix and operations anticipated for the Project (see ***Table 4.6-1: Construction-Related Fuel Usage***, for details regarding the anticipated construction schedule and equipment).

4.6.5 Plans, Programs, and Policies

PPP E-1 New buildings are required to achieve the current CBEES (Title 24, Part 6) and the CALGreen Code (Title 24, Part 11). The 2022 Building Energy Efficiency Standards were effective starting January 1, 2023. The Building Energy Efficiency Standards and the CALGreen Code are updated tri-annually with a goal to achieve 100 percent clean carbon neutrality by 2050 within the State.

PPP E-2 New buildings are required to adhere to the CALGreen Code requirement to provide bicycle parking for new non-residential buildings, or meet local bicycle parking ordinances, whichever is stricter (CALGreen Code Sections 5.106.4.1, 14.106.4.1, and 5.106.4.1.2).

PPP E-3 The CALGreen Code requires the recycling and/or salvaging for reuse at minimum of 65 percent of the nonhazardous construction and demolition waste generated during most "new construction" projects (CALGreen Code Sections 4.408 and 5.408). Construction contractors are required to submit a construction waste management plan that identifies the construction and demolition waste materials to be diverted from disposal by recycling, reuse on the project, or salvaged for future use or sale and the amount (by weight or volume).

PPP E-4 Construction activities are required to adhere to Title 13 California Code of Regulations Section 2499, which requires that nonessential idling of construction equipment is restricted to five minutes or less.

PPP E-5 New buildings are required to adhere to the CALGreen Code and Water Efficient Landscape Ordinance requirements to increase water efficiency and reduce urban per capita water demand.

PPP E-6 CARB's RPS is a foundational element of the State's emissions reduction plan. These mandates apply directly to investor-owned utilities, which in the case of the Project is SCE. On September 10, 2018, SN 100 was signed into law and established the following RPS targets: 50 percent renewable resources target by December 31, 2026, and 60 percent target by December 31, 2030. SB 100 also requires that retail sellers and local publicly owned electric utilities procure a minimum quantity of electricity products from eligible renewable energy resources so that the total kilowatt hours of those products sold to their retail end-use customers achieve 44 percent of retail sales by December 31, 2024; 52 percent by December 31, 2027; and 60 percent by December 31, 2030.

PPP E-7 SB 375 requires the reduction of GHG emissions from light trucks and automobiles through land use and transportation efforts that will reduce vehicle miles traveled. In essence, SB 375's goal is to control GHGs by curbing urban sprawl and through better land use planning. SB 375 essentially becomes the land use contribution to the GHG reduction requirements of AB 32, California's global warming bill enacted in 2006, and SB 32.

Project Design Features

PDF E-1 The tilt-up concrete warehouse buildings would have rooftops that can support tenant improvements for solar panels (i.e., solar-ready).

PDF E-2 All outdoor water demands would be served with recycled water.

PDF E-3 The Project would include use of energy efficient Light Emitting Diodes (LEDs), implementation of passive design such as skylights, building orientation, landscaping, and strategic colors to improve building energy performance, and use of high-performance dual pane window glazing in office storefronts.

4.6.6 Impacts and Mitigation Measures

The following impact analysis addresses thresholds of significance. The applicable thresholds are identified in brackets after the impact statement.

Impact 4.6-1 ***Would the Project result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during Project construction or operation?***

Level of Significance: Less Than Significant Impact

Project Buildout (Phase I + Phase II)

Short-Term Construction Impacts

Project construction would create temporary increased demands for electricity and vehicle fuels compared to existing conditions and would result in short-term transportation-related energy use. Energy consumption during construction (2023 through 2026) was calculated using the CalEEMod, Version 2022.1 computer model, and the results are shown in ***Table 4.6-1***: ***Construction-Related Fuel Usage***.

Table 4.6-1: Construction-Related Fuel Usage

Project Component	Gasoline (Gallons)	Diesel (Gallons)
Construction Worker Commute	195,564	0
Construction Hauling/Vendor Trips	0	129,044
Construction Off-Road Equipment	0	123,815
Total	195,564	252,859
Source: CalEEMod Version 2022.1;		

Electrical Energy

Construction activities associated with the land uses accommodated under the Project would require electricity use to power the construction equipment. The electricity use during construction would vary during different phases of construction, where the majority of construction equipment during demolition and grading would be gasoline-powered or diesel-powered, and the later construction phases would be electricity-powered, such as interior construction and architectural coatings. Overall, the use of electricity would be temporary in nature and would fluctuate according to the phase of construction. Additionally, it is anticipated that the majority of electric-powered construction equipment would be hand tools (e.g.,

power drills, table saws, compressors) and lighting, which would result in minimal electricity usage during construction activities. Therefore, Project-related construction activities would not result in wasteful or unnecessary electricity demands and impacts would be less than significant.

Natural Gas Energy

It is not anticipated that construction equipment used for the Project would be powered by natural gas, and no natural gas demand is anticipated during construction. Therefore, impacts would be less than significant with respect to natural gas usage.

Transportation Energy

Transportation energy use depends on the type and number of trips, VMT, fuel efficiency of vehicles, and travel mode. Transportation energy used during construction would come from the transport and use of construction equipment, delivery vehicles and haul trucks, and construction employee vehicles that would use diesel fuel and/or gasoline. It is anticipated that the majority of off-road construction equipment, such as those used during demolition and grading activities, would be gasoline-powered or diesel-powered.

The use of energy resources by vehicles and equipment would fluctuate according to the phase of construction. To limit wasteful and unnecessary energy consumption, the construction contractors are anticipated to minimize non-essential idling of construction equipment during construction in accordance with Section 2449 of the CCR, Title 13, Article 4.8, Chapter 9. In addition, electrical energy would be available for use during construction from existing power lines and connection, which could minimize or avoid the use of generators that are less efficient than tying into existing SCE infrastructure. Furthermore, construction trips would not result in unnecessary use of energy since the Project site is centrally located and is served by numerous regional freeway systems (e.g., Interstate 10 [I-10], Interstate 15 [I-15], State Route 83 [SR 83], and State Route 60 [SR 60]) that provides the most direct and shortest routes from various areas of the region. Moreover, all construction-equipment operation would cease upon completion of Project construction. Thus, impacts related to transportation energy use during construction would be temporary and would not require expanded energy supplies or the construction of new infrastructure. Additionally, over time as fuel efficiencies and fuel technologies improve, it is likely that transportation energy consumption will decrease. Overall, it is expected that construction fuel associated with land use developments accommodated under the Project would not be any more inefficient, wasteful, or unnecessary than similar development projects. Therefore, impacts would be less than significant with respect to transportation energy.

Long-Term Impacts during Operation

Project operation would create additional demands for electricity and natural gas compared to existing conditions and would result in increased transportation energy use. Operational use of energy would include heating, cooling, and ventilation of buildings; water heating; operation of electrical systems, use of on-site equipment and appliances; and indoor, outdoor, perimeter, and parking lot lighting.

Electrical Energy

Operation of the existing facility consumes electricity for various purposes, including, but not limited to heating, cooling, and ventilation of buildings, water heating, operation of electrical systems, security and control center functions, lighting, and use of on-site equipment and appliances. The proposed electricity consumption for the business park, warehouses, strip mall, restaurant, residential use, and associated parking lot are shown in ***Table 4.6-2: Electricity Consumption***.

Table 4.6-2: Electricity Consumption

Land Use	Electricity (kWh/year)
Warehouse (Unrefrigerated)	4,493,153
Industrial Park	3,339,907
Apartment	2,011,332
Strip Mall	99,472
Fast Food with Drive-Thru	350,667
Fast Food without Drive-Thru	350,667
Parking Lot	1,831,610
Proposed Project Total	12,904,184

Source: CalEEMod Version 2022.1
Notes: kWh = kilowatt hour

Electrical service to the Project would be provided by SCE through connections to existing offsite electrical lines and new on-site infrastructure. As shown in the table, the Project would have an annual electricity demand of 12,904,184 kWh/year. While the Project would increase energy demand at the Project site compared to existing conditions, it would be required to comply with the applicable Building Energy Efficiency Standards and the CALGreen Code. Because the Project would be consistent with the requirements of these energy-related regulations, it would not result in wasteful or unnecessary electricity demands. In addition, it is projected that 100 percent of the total outdoor water demand would be served by recycled water, which would contribute to minimizing the energy associated with the distribution and treatment of water. Therefore, the Project would not result in a significant impact related to electricity.

Natural Gas Energy

The proposed natural gas consumption for the Project site is shown in ***Table 4.6-3: Natural Gas Consumption***. As seen in the table, natural gas demand would total 31,234,353 kBTU/year with the Project. Because the Project would be built to meet the Building Energy Efficiency Standards, it would not result in wasteful or unnecessary natural gas demands. Therefore, operation of the Project would result in less than significant impacts with respect to natural gas usage.

Table 4.6-3: Natural Gas Consumption

Land Use	Natural Gas (kBTU/year)
Warehouse (Unrefrigerated)	18,493,912
Industrial Park	5,251,416
Apartment	5,143,326
Strip Mall	60,281
Fast Food with Drive-Thru	1,142,709
Fast Food without Drive-Thru	1,142,709
Parking Lot	0
Proposed Project Total	31,234,353

Source: CalEEMod Version 2022.1
Notes: kBTU = kilo-British thermal unit

Transportation Energy

The Project would consume transportation energy during operations from the use of motor vehicles. Because the efficiency of the motor vehicles in use, such as the average miles per gallon for motor vehicles involved with the Project are unknown, estimates of transportation energy use is assessed based on the overall VMT and related transportation energy use. The Project-related VMT would primarily come from future employees and for the commercial uses. As seen in ***Table 4.6-4: Operation-Related Fuel Usage***, the VMT for the Project is estimated to be 43,183,549. However, the Project would involve the construction of an industrial and business park and retail uses that would provide more opportunities for employment for residents of the City and would be within an urbanized area with nearby amenities and public transit options. Furthermore, the Project includes a Circulation Plan to provide connectivity to the trails and bikeway corridors identified in the Ontario Multipurpose Trails and Bikeway Corridor Plan. The City is also coordinating with regional transit agencies to implement Bus Rapid Transit (BRT) service that would include the segment of Euclid Avenue along the western boundary of the Project site. In addition, in compliance with the CALGreen Code, the Project would include bicycle racks and storage for employee use. These features and aspects of the Project would contribute to minimizing VMT and transportation-related fuel usage. Overall, it is expected that operation-related fuel usage associated with the Project would not be any more inefficient, wasteful, or unnecessary than similar development projects. Therefore, impacts would be less than significant with respect to operation-related fuel usage.

Table 4.6-4: Operation-Related Fuel Usage

Vehicle Type	Gasoline		Diesel	
	VMT	Gallons	VMT	Gallons
Passenger Vehicles	34,330,921	1,589,395	0	0
Light/Medium Trucks	0	0	7,773,039	451,921
Heavy Trucks	0	0	1,079,589	176,982
Total	34,330,921	1,589,395	8,852,628	628,903

Source: CalEEMod Version 2022.1

Impact 4.6-2 ***Would the Project conflict with or obstruct a State or Local plan for renewable energy or energy efficiency?***

Level of Significance: Less Than Significant Impact

Project Buildout (Phase I + Phase II)

City of Ontario Community Climate Action Plan (CAP)

As discussed in the ***Section 4.8: Greenhouse Gas Emissions***, the primary purpose of the City's Community CAP is to design a feasible strategy to reduce GHG emissions generated by community activities that is consistent with statewide CARB Scoping Plan GHG reduction efforts. The City has identified a series of reduction measures to be implemented by the City. These reduction measures include programs that relate to the energy efficiency of projects within the City. As shown in ***Table 4.8-8: Community CAP Consistency***, the Project would comply and would not conflict with the measures and goals established by the City's Community CAP. Therefore, implementation of the project would not be inconsistent with the energy efficiency and renewable energy standards of a City's local plan.

City of Ontario TOP

Table 4.6-5: Consistency with the TOP evaluates the consistency of the Project to the applicable policies of TOP. As shown in the table, the Project would generally be consistent with the applicable policies of TOP. For example, the sustainable design strategies in the Project Specific Plan Amendment includes use of energy efficient LEDs, implementation of passive design such as skylights, building orientation, landscaping, and strategic colors to improve building energy performance, use of high-performance dual pane window glazing in office storefronts, and incorporation of skylights into at least two percent of warehousing/distribution building roof area to provide natural light and to reduce electric lighting demand. Therefore, overall, the Project would be consistent and would not interfere with the City of Ontario TOP.

Table 4.6-5: Consistency with the TOP

Goal/Policy No.	Goal/ Policy	Consistency
Policy ER3-1	**Conservation Strategy**: Require conservation as the first strategy to be employed to meet applicable energy saving standards.	**Consistent:** The proposed Project incorporates energy-saving conservation strategies into its design guidelines by addressing lighting, bicycle parking, sustainable landscaping, and energy efficiency. Sustainable design strategies include design and construction of energy efficient buildings to reduce air, water, and land pollution and environmental impacts from energy production and consumption.
Policy ER3-2	**Green Development – Communities:** Encourage the use of LEED Neighborhood Development rating system, or similar mechanism, to guide the planning and development of all new communities.	**Consistent:** Development of land uses accommodated under the Project would be in compliance with the CALGreen Code. Additionally, the proposed Project's Sustainable Design Strategies include the use of best practices through passive design to improve building energy performance.
Policy ER3-3	**Building and Site Design:** Require new construction to incorporate energy efficient building and site design strategies, which could include appropriate solar orientation, maximum use of natural daylight, passive	**Consistent:** The proposed Project's Sustainable Design Strategies include the use of passive design to improve building energy performance through skylights, building orientation, landscaping, and use of select colors. Additionally, the development of

Goal/Policy No.	Goal/ Policy	Consistency
	solar and natural ventilation.	land uses accommodated under the proposed Project would also be designed in compliance with the CALGreen Code.
Policy ER3-4	**Green Development – Public Buildings:** We require all new and substantially renovated City buildings in excess of 10,000 square feet achieve a LEED Silver Certification standard, as determined by the U.S. Green Building Council.	**Not Applicable:** This policy is applicable to City-owned buildings.
Policy ER3-5	**Fuel Efficient and Alternative Energy Vehicles and Equipment:** We purchase and use vehicles and equipment that are fuel efficient and meet or surpass state emissions requirements and/or use renewable sources of energy.	**Not Applicable:** This policy is applicable to City-owned vehicles and equipment.
Policy ER3-6	**Generation – Renewable Sources:** Promote the use of renewable energy sources to serve public and private sector development.	**Consistent:** The buildings developed under the Project would have rooftops that can support solar panels (i.e., solar-ready) which will comply with solar ready requirements of the Building Energy Efficiency Standards, which would enable future tenants to install a PV system.
Source: City of Ontario. 2022. *TOP 2050, Environmental Resources Element*. https://www.ontarioca.gov/about-ontario-ontario-plan-policy-plan/environmental-resources. (accessed April 2023).		

The state's electricity grid is transitioning to renewable energy under California's RPS Program. Renewable sources of electricity include wind, small hydropower, solar, geothermal, biomass, and biogas. The statewide RPS requirements do not directly apply to individual development projects, but to utilities and energy providers such as SCE, whose compliance with RPS requirements would contribute to the State of California objective of transitioning to renewable energy. SCE's *Pathway 2045* concludes that reaching California's 2045 GHG goals requires the decarbonization of electricity, electrification of transportation, electrification of buildings, and utilization of low carbon fuels.[6] Achieving 100 percent renewable energy would be feasible with continued technical advances including the following:[7]

- Better weather forecasting technology is making it much easier for grid operators to know precisely how much wind or solar generation we can depend on at any given time.
- The cost of zero-carbon generation sources like wind and solar have dramatically decreased in the past decade and continue to decline.
- The cost of energy storage technologies, which will help us be able to use renewables when the wind isn't blowing and the sun isn't shining, also continues to decline.
- New advancements in the ability of large and small electricity users to shift usage towards times when electricity is cheaper and when the supply of renewables is most abundant are helping to make the grid more flexible and able to accommodate very high levels of renewable energy.

[6] Southern California Edison. 2023. *Carbon Neutrality by 2045*. https://www.edison.com/our-perspective/pathway-2045. (accessed April 2023).
[7] SB 100. 2023. *100% Clean Energy FAQs*. https://focus.senate.ca.gov/sb100/faqs. (accessed April 2023).

- Grid operators around the western United States are coordinating to gain access to larger markets for renewables and other carbon-free flexible grid resources.
- Targeting energy efficiency during times of the day when renewables are less abundant (after the sun sets) will also help the grid operate more efficiently.

As discussed herein, the Project would comply with the Building Energy Efficiency Standards, the CALGreen Code, and energy efficiency measures implemented by the City CAP. Consistent with the CAP, the buildings developed under the Project would have rooftops that can support solar panels (i.e., solar-ready) which will comply with solar ready requirements of the Building Energy Efficiency Standards, which would enable future tenants to install a PV system. Therefore, implementation of the Project would support the statewide goal of decarbonization by 2045.

4.6.7 Cumulative Impacts

The areas considered for cumulative impacts to electricity and natural gas supplies are the service areas of SCE and SoCalGas, respectively, described above in *Section 4.6.2: Environmental Setting*. Other projects would generate increased electricity and natural gas demands. However, all projects within the SCE and SoCalGas service areas would be required to comply with the Building Energy Efficiency Standards and the CALGreen Code, which would contribute to minimizing wasteful energy consumption. Additionally, the Project would be pursuant to TOP 2050 and would represent a consistent and logical continuation of the existing and planned pattern of development in Ontario, specifically the Ontario Ranch area. The City has long anticipated that this area would transition from dairy/agricultural to urban uses, and the Project Specific Plan is implementing TOP 2050.[8] Therefore, cumulative impacts would be less than significant, and Project impacts would not be cumulatively considerable.

4.6.8 Significant Unavoidable Impacts

No significant unavoidable aesthetic impacts have been identified.

4.6.9 References

California Energy Commission (CEC). 2022. *Building Energy and Efficiency Standards*. https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards.

California Energy Commission (CEC). 2016. *Electricity Consumption by Planning Area*. http://www.ecdms.energy.ca.gov/elecbyplan.aspx.

California Energy Commission. 2016. Gas Consumption by Planning Area. http://www.ecdms.energy.ca.gov/gasbyplan.aspx

[8] City of Ontario. 2022. *TOP 2050 Final Supplemental Environmental Impact Report, Section 5.6, Energy Resources*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf. (accessed April 2023).

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4.7 GEOLOGY AND SOILS

4.7.1 Introduction

This section of the Draft Environmental Impact Report (EIR) identifies and analyzes the potential environmental impacts of the Euclid Mixed Use Specific Plan Project (Project) as they relate to geological and soil resources, paleontological resources, or unique geologic features in the City of Ontario (City) within San Bernardino County (County). The environmental setting will be discussed for the Project, along with any applicable federal, state, regional, and local policies and regulations. Additionally, this section will describe the specific mitigation measures that would be used to minimize any significant environmental impact, if any are identified. The data collected provides information on existing conditions in the Project region from literature search, review of existing data, and site surveys.

This Section and environmental discussion use information from the following City documents:

- The Ontario Plan 2050
- City of Ontario Municipal Code
- City of Ontario TOP 2050 Final Supplemental EIR

Additionally, the following analysis is based in part on information obtained from:

- Converse Consulting. March 2022. *Preliminary Geotechnical Investigation & Organic Soil/Manure Evaluation Report for the Euclid Mixed Use Specific Plan Project.* (***Appendix E1***)
- Converse Consulting. October 2022. *Geotechnical Evaluation Report of Soil Stockpile.* (***Appendix E2***)

The Project is anticipated to be developed in two phases within five planning areas (PAs), with only Phase I proposed at a project-level entitlement. Phase I would include PAs 1, 2A, and 3A, proposing the construction of 13 buildings with ancillary office space and commercial uses, approximating 1,386,776 square feet (sf) of business park uses and designated open space. The Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals at this time.

The preliminary geotechnical investigation prepared by Converse Consulting analyzed the Phase I area only, which covers 59.6 acres of active dairy and agricultural land located on the southeast corner of Euclid Avenue and Schaefer Avenue. Currently, the Applicant does not control the Phase II parcels therefore, a geotechnical investigation was not completed at this time. At the time of Phase II development, it will undergo its own site-specific CEQA analysis. This investigation evaluated the current nature and engineering properties of the subsurface soils and groundwater conditions and provided geotechnical recommendations for the proposed residential development. The geotechnical evaluation prepared by Converse Consulting evaluated the soil stockpile located in the center of the analyzed 59.6-acre Phase I area (refer to ***Figure 4.7-1: Analyzed Site and Stockpile***). The soil stockpile is approximately 420 to 430 feet long, 70 to 85 feet wide, and 5 to 10 feet high.



FIGURE 4.7-1: Analyzed Site and Stockpile
Euclid Mixed Use Specific Plan

Not to scale

Kimley»Horn 1007

4.7.2 Environmental Setting

Existing Conditions

The Project is located at the southeast corner of Euclid Avenue and Schaefer Avenue within the City. The Project site (Phases I and II) consists of approximately 84.1 acres on 18 existing parcels, (refer to ***Section 3.0: Project Description, Figure 3-2: Local Vicinity Map*** and ***Figure 3-3: Project Boundary***). The Project site is bounded by Schaefer Avenue to the north, Euclid Avenue to the west, and existing active and abandoned dairy farms and agricultural uses to the east and south. The October 2021 Geotechnical Evaluation analyzed the Phase I area of the Project, which evaluated a stockpile located in the center of the 59.6 acres of active dairy and agricultural land (refer to ***Figure 4.7-1: Soil Stockpile Located in the Phase I Area***). The soil stockpile was approximately 420 to 430 feet long, 70 to 85 feet wide, and 5 to 10 feet high. Ground surface on and surrounding the stockpile consisted of some weeds and grasses and some scattered localized debris and trash.

The Phase I area is currently occupied by agricultural uses, including the raising of livestock, dairy farming activities, and a commercial nursery. The majority of this area consists of fallow or cultivated fields. There is a private recreational vehicle facility in the southwestern portion of the site and a scrap yard at the intersection of Euclid Avenue and Edison Avenue. Numerous single family residential structures, as well as agricultural related buildings and open structures are located within the Phase I area. Two Southern California Edison (SCE) easements extend across the Phase I area. No permanent structures, besides the transmission towers, are located within the SCE easements; however, they have been used for various agricultural uses historically.

Based on visual observations made at the time of the subsurface investigation and from elevation information obtained from Google Earth, the overall site topography slopes gently from the northeast to the southwest and south. Drainage appears to flow south and southwest. Site elevations range from approximately 730 feet above mean sea level (amsl) in the northeast portion of the site to approximately 690 feet amsl in the southwest portion of the site.

A Geotechnical Investigation of the Phase I area was prepared in March 2022 by Converse Consultants (see ***Appendix E1***), which reviewed the existing site soil characteristics and geotechnical feasibility of implementation of the Project. The majority of the information provided in this section uses the updated 2022 Geotechnical Evaluation (Geotechnical Evaluation). The data from the previous 2021 evaluation is included in the Geotechnical Evaluation. This Geotechnical Evaluation concluded the Phase I area is considered feasible from a geotechnical standpoint, based on field investigation and laboratory testing, to support Project development. Additionally, the Phase II area is being evaluated only at a programmatic level based on available information from The Ontario Plan (TOP) 2050, and there are no specific development proposals at this time. At the time of Phase II development, it will undergo its own site-specific CEQA analysis.

Near- and Sub-surface Conditions

Based on the field exploration and laboratory test results, the subsurface soil at the Phase I area consisted primarily of manure, organic artificial fill soil, topsoil, alluvium, and older alluvium.

Manure and Highly Organic Soil

Manure and highly organic soils partially cover the Phase I area within the fill berm located on the central eastern portion of the site. Approximately 16 ft to 23 ft of manure and highly organic soils are located on-site due to the site's history of being an active dairy farm.[1] This manure and highly organic soils would be removed from the site prior to Project construction.

Organic Artificial Fill

Based on the exploratory excavations of the Phase I area conducted by Converse Consultants, artificial fill soils were encountered on the Phase I area due to the current dairy and agricultural use of the majority of the ground surface. Approximately 0.9 ft to 10 ft of partially organic artificial fill soil is located on the ground surface of the Phase I area.[2] This material was encountered within some of the exploratory excavations and was generally comprised of fine to coarse-grained silty sands, and some gravel of 1.5 inches maximum dimensions with occasional scattered cobbles to 10 inches maximum dimension, trace clay, some desiccation, some localized debris, and some roots and rootlets. The fill stockpile area, located in the central portion of the site, consists of artificial fill soils that are generally comprised of a mixture of silty sand, clayey sand, sandy silt and sandy clay and silty clay, which are fine to coarse grained. These artificial fill soils also contain traces of manure, which is loose to medium dense, and moist.

Topsoil

Based on the exploratory excavations of the Phase I area conducted by Converse Consultants, topsoil was encountered at the surface and below the artificial fill soil within some of the exploratory excavations at depths ranging from approximately 4 ft to 8 ft below ground surface (bgs).[3] These soils are comprised of silty sand and sandy silt, which is fine to coarse grained with scattered gravel of a one inch maximum in dimension, trace clay, and a few organics, and some roots and rootlets. Topsoil ranged from up to about 2 ft to 5 ft thick.

Alluvium

Based on the exploratory excavations of the Phase I area conducted by Converse Consultants, Holocene alluvium was encountered below the artificial fill and topsoil in the majority of the exploratory excavations at depths ranging from approximately 0.9 ft to 7.5 ft bgs.[4] The alluvium observed on site was generally comprised of sand, silty sand, clayey sand, sandy silt and some sandy clay, which was fine to medium-grained with trace gravel with a one-inch maximum dimension. This material experienced some oxidation staining, and some pinhole pores. Based on some of the exploratory borings, the alluvium ranged from up to about 6.0 ft to 16.5 ft thick. Portions of the upper 0.5 ft to 2.0 ft are low in density.

[1] Converse Consultants. 2022. *Preliminary Geotechnical Investigation & Organic Soil/Manure Evaluation Report for the Euclid Mixed Use Specific Plan Project*. Page 6. See ***Appendix E1***.
[2] Ibid. Page 6.
[3] Ibid. Page 7.
[4] Ibid. Page 7.

Older Alluvium

Early Holocene to late Pleistocene older alluvium was encountered at depths ranging from approximately 11.0 ft to 15.0 ft bgs. Where observed, this material was generally comprised of sand, silty sand and sandy clay, which was fine to coarse-grained, with trace of few gravel to a one-inch maximum dimension, slightly to very desiccated, moderate oxidation staining, medium dense to very dense/medium stiff to stiff and various shades of brown, orange, and red.

Groundwater

The National Water Information System was reviewed for current and historical groundwater data from all sites within an approximately one-mile radius of the Phase I area.[5] No groundwater was identified. Additionally, the California Department of Water Resources database was reviewed for historical groundwater data from sites within an approximately one-mile radius of the Phase I area as well. One site (CHINO-1208672: Station 340045N1176407W001), located approximately 1,650 ft east of the Phase I area, was identified and reported groundwater at depths ranging from 137.01 ft to 145.74 ft bgs between 2011 and 2021. The historical high groundwater level and the current groundwater level is estimated to be deeper than 137 ft bgs, and groundwater is not expected to be encountered during Project construction activities.[6] The groundwater conditions of the Phase II future development area is expected to be similar to the anticipated groundwater depth of the Phase I area.

Faulting and Seismicity

The Project site is located within the Chino Basin between the Chino Hills to the southwest and San Gabriel Basin to the north. The Project site is not located within an Alquist-Priolo Earthquake Fault Zone, and no evidence of faulting within the Phase I area was identified during the Geotechnical Investigation. Additionally, there are no Alquist-Priolo Earthquake fault zones within the proximity of the Project site. The nearest Alquist-Priolo Earthquake fault zone is located approximately 3.5 miles southwest from the Project site boundary. The Elsinore Fault Zone is located approximately 4.0 miles southwest of the Project site. This fault is a north to northwest trending reverse fault that dips steeply towards the southwest. The Chino-Central Avenue Fault acts as a groundwater barrier along the western margin of the Chino Basin.[7] The Chino-Central Avenue Fault is located along the southwest-facing mountain front of the Puente Hills(also referred to as Chino Hills). This fault follows CA Highway 71 north for approximately five miles and then continues to the Los Serranos Country Club area and into the Chino/Pomona region of Los Angeles (approximately 12 miles).

There have been no notable earthquakes, of a magnitude of 5.5 or more, affecting the Ontario-Chino region within the last 50 years. The most recent earthquake, the 2008 Chino Hills Earthquake, occurred southwest of the Project site and had a magnitude of 5.4.

[5] Ibid. Page 8.
[6] United States Geological Survey. ND. *National Water Information System: Mapper*. https://maps.waterdata.usgs.gov/mapper/index.html. (accessed April 2023).
[7] Converse Consultants. 2022. *Preliminary Geotechnical Investigation & Organic Soil/Manure Evaluation Report for the Euclid Mixed Use Specific Plan Project*. Page 11. See ***Appendix E1.***

Surface Fault Rupture

No portion of the Project site located within a currently designated State of California or San Bernadino County Earthquake Fault Zone.[8] The potential for surface rupture resulting from the movement of nearby or distant faults is not known with certainty but is considered very low.

Seismic Ground Shaking

Horizontal ground acceleration, which frequently results in widespread damage to structures, is estimated as a percentage of the acceleration of gravity (g). The damage that an earthquake will cause to a structure depends on the earthquake's size, location, distance, and depth; the types of rock and soil at the surface of the Project site; and the type of construction of the structure.

When comparing the sizes of earthquakes, the most meaningful feature is the amount of energy released. Thus, scientists most often consider seismic moment, a measure of the energy released when a fault ruptures. We are more familiar, however, with scales of magnitude, which measure amplitude of ground motion. The energy released by an earthquake is measured as moment magnitude (Mw). The moment magnitude scale is logarithmic; therefore, each one-point increase in magnitude represents a 10-fold increase in amplitude of the waves as measured at a specific location and a 32-fold increase in energy. That is, a magnitude 7 earthquake produces 100 times (10 x 10) the ground motion amplitude of a magnitude 5 earthquake.

The Project site is situated in a seismically active region and ground shaking resulting from earthquakes associated with nearby and more distant faults may occur at the Project site. The most prominent of the nearby fault zones include the San Jacinto, Cucamonga, and San Andreas Fault Zones. The Project site is located within the Chino Basin between the Chino Hills to the southwest and San Gabriel Basin to the north. The Elsinore Fault Zone is located approximately 4.0 miles southwest of the Project site. This fault is a north to northwest trending reverse fault that dips steeply towards the southwest. The Chino-Central Avenue Fault acts as a groundwater barrier along the western margin of the Chino Basin. The Chino-Central Avenue Fault is a northern fault strand that merges into the Elsinore Fault Zone. The maximum magnitude recorded for this portion of the Chino Fault was 6.8. The Geotechnical Investigation indicated that the seismic hazard for the Project site is high.

Geologic Hazards

Liquefaction and Related Ground Failure

Liquefaction is the loss of strength in generally cohesionless, saturated soils when the pore-water pressure induced in the soil by a seismic event becomes equal to or exceeds the overburden pressure. The primary factors which influence the potential for liquefaction include groundwater table elevation, soil type and plasticity characteristics, relative density of the soil, initial confining pressure, and intensity and duration of ground shaking. Based on the exploratory excavations of the Phase I area conducted by Converse Consultants, the depth within which the occurrence of liquefaction may impact surface improvements is

[8] California Geological Survey. 2015. *Fault Activity Map of California*. https://maps.conservation.ca.gov/cgs/fam/. (accessed March 2023).

generally identified as the upper 50 feet bgs.[9] Liquefaction potential is greater in saturated, loose, poorly graded fine sands with a mean (d50) grain size in the range of 0.075 to 0.2 millimeters (mm). Non-sensitive clayey (cohesive) soils which possess a plasticity index of at least 18 are generally not considered to be susceptible to liquefaction, nor are those soils which are above the historic static groundwater table.

Based on review of hazard maps, the Project site is not located within a State of California or San Bernadino County designated zone of liquefaction susceptibility.[10,11] Based on groundwater being deeper than approximately 137 feet bgs, it is estimated that the liquefaction induced settlement of the Project site is negligible.

Earthquake-Induced Landslides

Seismically induced landslides and slope failures are common occurrences during or soon after large earthquakes. There are no slopes on or near the Project site that would cause earthquake-induced landslides.

Settlement

Dynamic dry settlement may occur in loose, granular, unsaturated soils during a large seismic event. Based on dense soil conditions, site-specific boring logs, soil types, soil conditions and blow counts, dry seismic settlement is expected to be minimal.

Lateral Spreading

Seismically induced lateral spreading involves primarily lateral movement of earth materials over underlying materials which are liquefied due to ground shaking. It differs from the slope failure in that complete ground failure involving large movement does not occur due to the relatively smaller gradient of the initial ground surface. Lateral spreading is demonstrated by near-vertical cracks with predominantly horizontal movement of the soil mass involved. Generally due to the negligible risk for liquefaction and flat nature of the Project site, the risk of lateral spreading is considered low.

Shrinkage/Subsidence

The volume of excavated and recompacted soils decreases as a result of grading. The shrinkage would depend on, among other factors, the depth of cut and/or fill, the grading method, and the equipment used. The Geotechnical Investigation concluded shrinkage factors for various units of earth material from the Phase I area would range from approximately 0 to 14 percent for the upper 15 feet of soils.[12] Subsidence occurs when a large portion of land sinks, usually due to the withdrawal of groundwater, oil, or natural gas. Soils that are particularly subject to subsidence include those with high silt or clay content. Subsidence would depend on the construction methods and the type of equipment used. Ground

[9] Converse Consultants. 2022. *Preliminary Geotechnical Investigation & Organic Soil/Manure Evaluation Report for the Euclid Mixed Use Specific Plan Project*. Pages 13-14. See ***Appendix E1***.
[10] California Geological Survey. 2020. *Seismic Hazards Program: Liquefaction Zones*. https://gis.data.ca.gov/datasets/cadoc::cgs-seismic-hazards-program-liquefaction-zones-1/explore?location=35.720844%2C-119.759465%2C8.10. (accessed March 2023).
[11] County of San Bernardino. 2020. *Countywide Plan Policy Map HZ-2 Liquefaction and Landslides.* https://www.arcgis.com/apps/webappviewer/index.html?id=5864a434814c4e53adc74101b34b1905. (accessed July 2023).
[12] Converse Consultants. 2022. *Preliminary Geotechnical Investigation & Organic Soil/Manure Evaluation Report for the Euclid Mixed Use Specific Plan Project*. Page 12. See ***Appendix E1***.

subsidence for the Phase I area is estimated to be approximately 0.20 foot to 0.25 foot. The consultant recommends that field-testing using the actual grading equipment and techniques be conducted.

Expansive Soils

Expansive soils are characterized by their ability to undergo significant volume changes (shrink or swell) due to variations in moisture content. Changes in soil moisture content can result from precipitation, landscape irrigation, utility leakage, roof drainage, perched groundwater, drought, or other factors and may result in unacceptable settlement or heave of structures or concrete slabs supported on grade. Depending on the extent and location below finish subgrade, expansive soils can have a detrimental effect on structures.

Expansive soils contain substantial amounts of clay that swells when wetted and shrinks when dried; the swelling or shrinking can shift, crack, or break structures built on such soils. The composition of the near surface soils at this site ranges from sands, silty sands, and sandy silts to silty clays, sandy clays, and clayey silts. Laboratory testing performed on representative samples of these materials indicate that the upper 5 to 9 feet of the general site soils had a very low expansion potential (Expansion Index = 0 to 4), and the stockpiled soils possess a medium expansion potential (Expansion Index = 53 to 79).[13]

Corrosive Soils

The results of laboratory testing indicate that the tested samples of the near surface soils possess resistivity values ranging between 300 to 1,703 ohms centimeter (ohm-cm). This indicates that the soils tested are corrosive to severely corrosive to ferrous metals in contact with the soil. The proposed concrete structures would not be exposed to external sources of chlorides, such as deicing chemicals, salt, brackish water, or seawater, according to the Geotechnical Investigation.[14]

Tsunamis

Tsunamis are large waves generated in open bodies of water by fault displacement or major ground movement. Due to the inland location of the Project site, tsunamis are not considered to be a risk.

Seiches

Seiches are large waves generated in enclosed bodies of water in response to ground shaking. There are no enclosed bodies of water near the Project site, therefore, seiching is not considered to be a risk during construction or operation.

Paleontological Setting

According to the California Geological Survey (CGS), the Project site is underlain by Quaternary Alluvium composed of alluvium, lake, playa, and terrace deposits or unconsolidated and semi-consolidated sediments.[15] The Project site is within the Transverse Ranges Geomorphic Province of California, which is

[13] Converse Consultants. 2022. *Preliminary Geotechnical Investigation & Organic Soil/Manure Evaluation Report for the Euclid Mixed Use Specific Plan Project*. Page 15. See ***Appendix E1.***

[14] Ibid. Page 31.

[15] California Department of Conservation (DOC). 2015. *Geologic Map of California*. https://maps.conservation.ca.gov/cgs/gmc/. (accessed April 2023).

an east-west trending series of steep mountain ranges and valleys. It extends offshore, slanted against the coastline, including islands and prominent mountain ranges, like the San Bernardino Mountains which resides along the San Andreas fault. Apart from the east-west direction, intense north-south compression of the province is squeezing the Transverse Ranges, causing the region to become "one of the most rapidly rising regions on earth." Within this region of California, the "thickness of Cenozoic petroleum-rich sedimentary rocks has been folded and faulted, making this one of the important oil-producing areas in the United States."[16]

Paleontological Resources

Archaeological, paleontological, and historical sites are protected under a wide variety of state policies and regulations in the California Public Resources Code (PRC). In addition, cultural and paleontological resources are recognized as nonrenewable resources and receive protection under the PRC and CEQA. The Project area is situated in the San Bernardino Basin, adjacent to the Transverse Ranges Geomorphic Province. This province is comprised of a series of mountain ranges that run transverse to most mountain ranges in southern California – roughly east/west trending. The mountains within the Transverse Ranges Geomorphic Province, including the San Gabriel and San Bernardino mountains to the north and northeast, were uplifted by tectonic activity, and provide a major sedimentary source for the alluvium basins of the adjacent areas. The geologic units underlying the Phase I area are mapped entirely as younger Quaternary alluvium (Qyfa) dating from the late Holocene to Pleistocene. These deposits derived broadly as alluvial fan deposits from the San Bernardino Mountains to the north.

Qyfa are Holocene to late Pleistocene-aged alluvial fan deposit that typically consists of river and stream derived sediments. The sediments are comprised of slightly consolidated gray-hued arkosic, sandy and gravel-sand deposits derived from local Peninsular Ranges batholith granitic bodies.

4.7.3 Regulatory Setting

Federal

Earthquake Hazards Reduction Act

The Earthquake Hazards Reduction Act was enacted in 1997 to "reduce the risks to life and property from future earthquakes in the United States through the establishment and maintenance of an effective earthquake hazards and reduction program." To accomplish this, the act established the National Earthquake Hazard Reduction Program (NEHRP), which refined the description of agency responsibilities, program goals, and objectives. NEHRP's mission includes improved understanding, characterization, and prediction of hazards and vulnerabilities; improvement of building codes and land use practices; risk reduction through post-earthquake investigations and education; development and improvement of design and construction techniques; improvement of mitigation capacity; and accelerated application of research results. NEHRP designates the Federal Emergency Management Agency (FEMA) as the lead agency of the program and assigns it several planning, coordinating, and reporting responsibilities.

[16] California Geological Survey. 2002. *California Geomorphic Provinces*. https://www.conservation.ca.gov/cgs/Documents/Publications/CGS-Notes/CGS-Note-36.pdf. (accessed April 2023).

Programs under NEHRP help inform and guide planning and building code requirements such as emergency evacuation responsibilities and seismic code standards.

State

Alquist-Priolo Earthquake Fault Zoning Act

The California Alquist-Priolo Earthquake Fault Zoning Act was signed into state law in 1972, and amended, with its primary purpose being to mitigate the hazard of fault rupture by prohibiting the location of structures for human occupancy across the trace of an active fault. The California Alquist-Priolo Earthquake Fault Zoning Act was a direct result of the 1971 San Fernando Earthquake, which was associated with extensive surface fault ruptures that damaged numerous homes, commercial buildings, and other structures. California Alquist-Priolo Earthquake Fault Zoning Act requires the State Geologist to delineate regulatory zones known as "earthquake fault zones" along faults that are "sufficiently active" and "well defined" and to issue and distribute appropriate maps to all affected cities, counties, and state agencies for their use in planning and controlling new or renewed construction. Pursuant to the California Alquist-Priolo Earthquake Fault Zoning Act and as stipulated in Section 3603(a) of the California Code of Regulations (CCR), structures for human occupancy are not permitted to be placed across the trace of an active fault. The California Alquist-Priolo Earthquake Fault Zoning Act also prohibits structures for human occupancy within 50 feet of the trace of an active fault, unless proven by an appropriate geotechnical investigation and report that the development site is not underlain by active branches of the active fault, as stipulated in Section 3603(a) of the CCR. Furthermore, the act requires that cities and counties withhold development permits for sites within an earthquake fault zone until geologic investigations demonstrate that the sites are not threatened by surface displacement from future faulting, as stipulated in Section 3603(d) of the CCR.

Seismic Hazard Mapping Act

The Seismic Hazard Mapping Act was adopted by the State in 1990 for the purpose of protecting the public from the effects of non-surface fault rupture earthquake hazards, including strong ground shaking, liquefaction, seismically induced landslides, or other ground failure caused by earthquakes. The goal of the act is to minimize loss of life and property by identifying and mitigating seismic hazards. The CGS prepares and provides local governments with seismic hazard zones maps that identify areas susceptible to amplified shaking, liquefaction, earthquake-induced landslides, and other ground failures.

California Building Code

The California Code of Regulations (CCR) Title 24, also known as the California Building Standards Code (CBSC), includes regulations for how buildings are designed and constructed, and are intended to ensure the maximum structural integrity and safety of private and public buildings. The CBSC, which applies to all applications for building permits, consists of 12 parts that contain CBSC administrative regulations for all State agencies that implement or enforce building standards. Local agencies must ensure the development complies with the CBSC standards. Cities and counties can adopt additional standards beyond the CBSC including CBSC Part 2, named the California Building Code (CBC).

California Public Resources Code

The California Public Resources Code (PRC), Chapter 1.7, Sections 5097.5 and 30244, include additional State-level requirements for the assessment and management of paleontological resources. These statutes require reasonable mitigation of adverse impacts to paleontological resources resulting from development on state lands, define the removal of paleontological "sites" or "features" from state lands as a misdemeanor, and prohibit the removal of any paleontological "site" or "feature" from state land without permission of the jurisdictional agency. These protections apply only to State land.

Local

City of Ontario General Plan – The Ontario Plan 2050

The TOP 2050 Safety Element states that the City is susceptible to earthquakes, alluvial deposits that underlie the region, and the rapid withdrawal of groundwater causing subsidence. The Safety Element policies ensure that the City is prepared for and would effectively deal with seismic and geologic hazards. Included in TOP 2050 is the Policy Plan, which is a framework that would guide the City's future growth through the application of policies and goals. The following goals of TOP 2050 relate to geology and soils.

The following policy contained in the Safety Element is relevant to the Project:

Safety Element[17]

Goal S-1	**Minimized risk of injury, loss of life, property damage, and economic and social disruption caused by earthquake-induced and other geologic hazards.**
Policy S-1.1	**Implementation of Regulations and Standards.** We require that all new habitable structures be designed in accordance with the most recent California Building Code adopted by the City, including provisions regarding lateral forces and grading.
Policy S-1.2	**Entitlement and Permitting Process.** We follow state guidelines and the California Building Code to determine when development proposals must conduct geotechnical and geological investigations.

City of Ontario Municipal Code

The City Municipal Code (MC) adopted the 2022 CBC by Ordinance NO. 3227, which incorporates the 2021 Edition of the International Building Code (IBC), as published by the International Code Council. These regulations provide applicable standards and documentation of requirements found in the CBC that address construction of structures and seismic safety. New construction, alteration, or rehabilitation shall comply with applicable ordinances set forth by the City and/or by the most recent City building and seismic codes in effect at the time of project design. In accordance with Section 1803A of the 2022 CBC, a geotechnical investigation is required that must evaluate soil classification, slope stability, soil strength, position and adequacy of load-bearing soils, the effect of moisture variation on soil-bearing capacity, compressibility, liquefaction, and expansiveness, as necessary, determined by the City building official.

[17] City of Ontario. 2022. *TOP 2050, Safety Element*. https://www.ontarioca.gov/about-ontario-ontario-plan-policy-plan/safety. (accessed April 2023).

The geotechnical investigation must be prepared by registered professionals (i.e., California Registered Civil Engineer or Certified Engineering Geologist).

4.7.4 Impact Thresholds and Significance Criteria

According to Appendix G of the State CEQA Guidelines, a project would normally have a significant effect on the environment if the project would:

- Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:
    i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault. (Refer to Division of Mines and Geology Special Publication 42.)
    ii) Strong seismic ground shaking.
    iii) Seismic-related ground failure, including liquefaction.
    iv) Landslides.
- Result in substantial soil erosion or the loss of topsoil.
- Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse.
- Be located on expansive soil, as defined in Table 18-1B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property.
- Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater.
- Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.

Methodology

The Phase I area was analyzed based on site-specific technical studies (refer to ***Appendix E***) while the Phase II area was analyzed programmatically based upon TOP 2050 and other available references. The Preliminary Geotechnical Investigation and organic soil/manure evaluation prepared for 59.6 acres of the active dairy and agricultural uses of the Phase I area evaluated the current nature and engineering properties of the subsurface soils and groundwater conditions. Grading at the Phase I area is anticipated to have cuts and fills of approximately 5 to 10 feet or less. Six exploratory borings (BH-01 through BH-06) were drilled using a truck-mounted CME 75 drill rig equipped with 8-inch diameter hollow-stem augers to investigate the subsurface conditions on January 20, 2022. The borings were drilled to depths ranging from 16.5 feet to 51.5 feet bgs. In addition, 8 exploratory test pits (TP-01 through TP-8) were previously excavated using a backhoe equipped with 24-inch-wide bucket to solely investigate the subsurface conditions of a soil stockpile on July 28, 2021, and obtain samples for organic content, expansion potential and corrosivity tests. The test pits were excavated from approximately 9.0 feet to 12.0 feet bgs.

Representative samples of the stockpiled soils were tested in the laboratory to aid in evaluating the suitability of the use of the soil for future development.

Paleontological Resources

Paleontological resources within the Phase I area were analyzed based on available references including TOP 2050.

4.7.5 Plans, Programs, and Policies

PPP GEO-1 The Project would be required to comply with the California Building Code and the Ontario MC Section 1803.2, which requires a geotechnical investigation to evaluate soil classification, slope stability, soil strength, position and adequacy of load-bearing soils, the effect of moisture variation on soil-bearing capacity, compressibility, liquefaction, and expansiveness, as necessary, determined by the City building official. The geotechnical investigation must be prepared by registered professionals (i.e., California Registered Civil Engineer or Certified Engineering Geologist.

PPP CUL-1 Cultural and paleontological resources are recognized as nonrenewable resources and receive protection under the PRC and CEQA.

PPP CUL-2 Native American historical and cultural resources and sacred sites are protected under PRC Sections 5097.9 to 5097.991, which require that descendants be notified when Native American human remains are discovered and provide for treatment and disposition of human remains and associated grave goods.

PPP CUL-3 The removal, without permission, of any paleontological site or feature is prohibited from lands under the jurisdiction of the state or any city, county, district, authority, or public corporation, or any agency thereof (PRC Section 5097.5). This applies to agencies' own activities, including construction and maintenance, and permit actions by others.

PPP CUL-4 Adverse impacts to paleontological resources from developments on public (state, county, city, and district) lands require reasonable mitigation. (PRC Section 5097.5).

PPP CUL-5 If human remains are discovered within a project area, disturbance of the site must stop until the coroner has investigated and made recommendations for the treatment and disposition of the human remains to the person responsible for the excavation, or to his or her authorized representative. If the coroner has reason to believe the human remains are those of a Native American, he or she shall contact, by telephone within 24 hours, the NAHC. (California HSC Section 7050.5).

4.7.6 Impacts and Mitigation Measures

Impact 4.7-1 ***Would the Project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:***

i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area

or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

Level of Significance: Less than Significant

Specific Plan - Phase I

Construction and Operations

The Phase I area is not within an Alquist-Priolo Earthquake fault zone and there are no Alquist-Priolo fault zones within the immediate surrounding area of Phase I. The nearest Alquist-Priolo Earthquake fault zone is approximately 3.5 miles southwest from the Phase I area. The nearest fault to the Phase I area is the Elsinore Fault located approximately four miles south. According to the Geotechnical Investigation, there was no evidence of faulting identified during the investigation of the Phase I area. The Phase I area's distance from the nearest fault line would minimize risks attributed to ground rupture and gapping. Therefore, the impacts associated with the rupture of a known fault would be less than significant and no mitigation would be required.

Specific Plan – Phase II Future Development Areas

Construction and Operations

Refer to Phase I discussion above. The Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals at this time. Furthermore, the proposed Project Specific Plan land use designations are the same land use designations as contained in TOP 2050. The Phase II future development area is not within an Alquist-Priolo Earthquake fault zone and there are no Alquist-Priolo fault zones within the vicinity of the Phase II area. The nearest Alquist-Priolo Earthquake fault zone is approximately 3.5 miles southwest from the Phase II area. The nearest fault to the Phase I area is the Elsinore Fault located approximately four miles south. Phase II would not be located within an Alquist-Priolo Earthquake fault zone when Planning Areas 2B and 3B are completed, and impacts concerning rupture of a known earthquake fault would remain less than significant. No mitigation would be required other than compliance with applicable plans, policies, and programs, including the proposed Project Specific Plan and TOP 2050.[18]

Conclusion

As noted above, the Project would not result in significant impacts concerning the rupture of a known earthquake fault. The proposed Project Specific Plan proposes the same land uses as contained in the City's TOP 2050. Impacts would be less than significant. No mitigation is required other than compliance with applicable plans, policies, and programs, including the proposed Project Specific Plan and TOP 2050.

Mitigation Measures

No mitigation is necessary.

[18] City of Ontario. 2022. *TOP 2050 Final Supplemental Environmental Impact Report, Section 5.7, Geology and Soils*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf. (accessed April 2023).

Impact 4.7-2 ***Would the Project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:***

ii) Strong seismic ground shaking?

iii) Seismic-related ground failure, including liquefaction?

iv) Landslides?

Level of Significance: Less than Significant

Specific Plan - Phase I and Phase II Future Development Areas

Construction and Operations

Surface Fault Rupture

The Project site is not within an Alquist-Priolo Earthquake Fault Zone, and no evidence of faulting was identified during the Geotechnical Investigation. Furthermore, the Project site is not located within a currently designated State of California or San Bernardino County Earthquake Fault.[19] Therefore, the potential for surface rupture resulting from the movement of nearby or distant faults is considered very low.

Ground Shaking

Southern California is considered a seismically active region and the regional vicinity of the Phase I area contains a number of known earthquake faults. Therefore, the subject property would be exposed to moderate to strong ground shaking. However, the Project site is not located within a currently mapped State of California or San Bernadino County Earthquake Fault Zone for surface fault rupture. As part of the Geotechnical Investigation, 2022 CBC Seismic Design Parameters were generated for future structural improvements within the Project site. Structures for human occupancy must be designed to meet or exceed the most current CBC standards for earthquake resistance. The CBC contains provisions for earthquake safety based on factors including occupancy type, the types of soil and rock on-site, and the strength of ground motion with a specified probability at the Project site. Therefore, future development of habitable structures within the Project site would be conducted in accordance with the 2022 CBC Seismic Design Parameters generated as part of the Geotechnical Investigation, which would reduce impacts from seismic ground shaking to a less than significant level.

Liquefaction

Soil liquefaction generally occurs in submerged granular soils and non-plastic silts during or after strong ground shaking events. In order for liquefaction to occur, the soils must be submerged and loose to medium-dense, ground motion must be intense, and the duration of ground shaking must be sufficient enough for the soils to lose shear resistance. Based on review of hazard maps, the Project site is not located within a State of California or San Bernadino County designated zone of liquefaction

[19] California Department of Conservation. 2021. *Earthquake Zones of Required Investigation.* https://maps.conservation.ca.gov/cgs/EQZApp/app/. (accessed July 31, 2023).

susceptibility.[20,21] Based on groundwater being deeper than approximately 137 feet bgs, it is estimated that the liquefaction induced settlement of the Project site is negligible.

Landslides

Seismically induced landslides and slope failures are common occurrences during or soon after large earthquakes, however the Phase I area is relatively flat with no extreme elevation differences that would potentially lead to landslide effects. According to the San Bernardino County Geologic Hazard map, the Phase I area and the immediate area are not within a zone of generalized landslide susceptibility.[22] The relatively flat topography of the Project site along with its location outside of identified landslide susceptibility and rockfall/debris-flow hazard areas would lead to a less than significant impact from occurring due to landslides.

The Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals at this time. Furthermore, the proposed Project Specific Plan land use designations are the same land use designations as contained in TOP 2050. Phase II is not located within a currently designated State of California or San Bernardino County Earthquake Fault Zone and would adhere to 2022 CBC Seismic Design Parameters; therefore, impacts would continue to be less than significant. No mitigation is required except compliance with applicable plans, policies, and programs, including the proposed Project Specific Plan and TOP 2050.[23]

Conclusion

As noted above, the Project would not result in a significant impact concerning strong seismic ground shaking or seismic-related ground failure. The proposed Project Specific Plan proposes the same land uses as contained in the City's TOP 2050. Impacts would be less than significant. No mitigation is required other than compliance with applicable plans, policies, and programs, including the proposed Project Specific Plan and TOP 2050.

Mitigation Measures

No mitigation is necessary.

Impact 4.7-3 Would the Project result in substantial soil erosion or the loss of topsoil?

Level of Significance: Less than Significant with Mitigation Incorporated (Phase I Project) and Significant Unavoidable (Phase II Only)

[20] California Geological Survey. 2020. *Seismic Hazards Program: Liquefaction Zones*. https://gis.data.ca.gov/datasets/cadoc::cgs-seismic-hazards-program-liquefaction-zones-1/explore?location=35.720844%2C-119.759465%2C8.10. (accessed March 2023).
[21] County of San Bernardino. 2020. *Countywide Plan Policy Map HZ-2 Liquefaction and Landslides.* https://www.arcgis.com/apps/webappviewer/index.html?id=5864a434814c4e53adc74101b34b1905. (accessed July 2023).
[22] County of San Bernardino. 2010. *San Bernardino County Land Use Plan General Plan Geologic Hazard Overlays.* San Bernardino, CA: County of San Bernardino. http://www.sbcounty.gov/uploads/lus/hazmaps/fh27b.pdf. (accessed March 2023).
[23] City of Ontario. 2022. TOP 2050 Final Supplemental Environmental Impact Report, Section 5.7, Geology and Soils. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf. (accessed April 2023).

Specific Plan - Phase I

Construction

Topsoil was encountered at the surface and below the artificial fill soil within the exploratory excavations at depths ranging from 4.0 feet to 8.0 feet during the Geotechnical Investigation for the Phase I area. Due to the current dairy and agricultural use the surface of the majority of the Phase I area is generally partially covered by up to approximately 0.9 foot to 10.0 feet of partially organic artificial fill soil. The Phase I area was found to contain organic artificial fills at depths of up to five feet bgs. The organic artificial fill soils that were encountered were found to possess various levels of strength and density under testing.

The construction of the Project would involve excavation activities that would affect surface and near-surface soils. The Phase I area is generally underlain by approximately 3.0 to 9.0 feet of potentially compressible soils (artificial fill, topsoil, and the upper low-density portions of the alluvium), and locally as much as 10.0 feet to 17.0 feet in fill stockpile areas, which may be prone to future settlement under the surcharge of foundation, improvements and/or fill loads. Therefore, these materials would be over-excavated to competent alluvium, within all areas of proposed structures and other improvements, and replaced with compacted fill soils. Within the entire level portions of the building pad areas, over-excavations should also extend at least 5.0 feet below proposed pad grade, or at least 3.0 feet below the lowest proposed footings, within the proposed building areas, whichever is deeper. Within any proposed wall footings areas over-excavation should also be a minimum of 5.0 feet below proposed pad grade or 2.0 feet below the proposed wall footings areas, whichever is deeper. All over-excavations should extend at least 5.0 feet or equal to the depth of over-excavation, whichever is greater, outside the entire level portions of the building pad area.[24] In addition to the excavation and removal of the fill material, the development of the Project would require grading preparation, excavation, trenching and paving activities that could result in soil erosion if exposed to periods of high wind or storm-related events. **MM GEO-1** would be implemented to ensure future structure stability and guide over excavation and fill activities. Dust control measures such as watering would be utilized to control the potential for erosion to occur. Construction contractors would also be required to implement a dust control plan in compliance with South Coast Air Quality Management District Rule 403 to reduce wind erosion (further information about dust control can be found in ***Section 4.2: Air Quality*** of this EIR).

Construction activities such as excavation and grading would be minimal given that the Phase I area is relatively flat. No major grading or excavation would be needed to substantially alter the slope of the site, create, or remove steep slopes, create retaining walls, or make other landform modifications. Nevertheless, grading and earthwork activities during construction would expose soils to potential short-term erosion by wind and water. During construction, the Phase I area would be required to comply with erosion and siltation control measures. This would include measures such as sand-bagging, placement of silt fencing, erosion control blankets, straw wattles, mulching, etc., to reduce runoff from the site and to hold topsoil in place during all grading activities. As mass grading proceeds, finish grading commences, and construction begins the erosion measures would be removed or relocated as necessary. Additionally, the construction on the Phase I area would be required to comply with the National Pollutant Discharge

[24] Converse Consultants. 2022. *Preliminary Geotechnical Investigation & Organic Soil/Manure Evaluation Report for the Euclid Mixed Use Specific Plan Project*. See ***Appendix E1.***

Elimination System (NPDES); refer to ***Section 4.10: Hydrology and Water Quality*** for discussion of the anticipated NPDES permitting process. Construction impacts on the Phase I area would be minimized through compliance with the Construction General Permit (CGP). The NPDES permit requires development and implementation of a Stormwater Pollution Prevention Plan (SWPPP) and monitoring plan, which must include erosion-control and sediment-control Best Management Practices (BMPs). The BMPs would be required to meet or exceed measures required by the CGP to control potential construction-related pollutants and would comply with the OMC Title 6, Chapter 6 – Stormwater Drainage System.[25] Erosion-control BMPs are designed to prevent erosion, whereas sediment controls are designed to trap sediment once it has been mobilized. All required permits and the erosion control plan would be verified by the City prior to initiation of any construction and prior to the issuance of any grading permit. Conformance to these requirements and verification by the City as part of the development approval process for the Phase I area would ensure that potential impacts from construction are less than significant.

Operations

Operation of the Project would not involve procedures which would result in substantial soil erosion. Following construction of the Project, the Phase I area would be covered with hardscape which would not contribute to erosion. The Phase I area also would contain some landscaping, but these areas would include ground covers to reduce erosion and/or loss of on-site soils post-construction. This would ensure that operation of the Phase I area would not result in the loss of topsoil or sedimentation into local drainage facilities and water bodies; refer to ***Section 4.10: Hydrology and Water Quality***. In addition, a network of storm drains and gutters would be installed, upgraded if needed, and maintained as necessary throughout the developed site. Therefore, the potential for substantial soil erosion or the loss of topsoil is considered less than significant.

Specific Plan – Phase II Future Development Areas

Construction and Operations

Refer to Phase I discussion above. The Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals at this time. Upon commencement of project-level CEQA review for the Phase II area, a geotechnical would be conducted, similar to that of the Phase I analysis. During future development of the Phase II area, existing vegetation and habitat would be removed by grading, excavation, and other construction activities. Note that, in its current state, the Project site is devoid of vegetation or dominated by ornamental, non-native and native species commonly detected in disturbed habitats. These disturbed habitats would be removed upon implementation of Phase II. Similar to Phase I, development occurring within the Phase II area would be subject to **MM GEO-1** to reduce potential geological impacts. However, in the absence of a geotechnical investigation for Phase II, impacts within the Phase II area are not fully known and could be potentially significant. At the time of the project-level CEQA analysis and associated geotechnical investigation of the Phase II area, unforeseen site conditions could be discovered that warrant a finding of potentially significant impact. In that case, a subsequent CEQA analysis, in the form of a subsequent EIR or EIR Addendum, may be required pursuant

[25] City of Ontario. 2022. *Ontario Municipal Code*. https://codelibrary.amlegal.com/codes/ontarioca/latest/ontario_ca/0-0-0-42829. (accessed March 2023).

to Sections 15162(a) and 15164 of the State CEQA Guidelines. This determination will be made by City staff at the time of future Phase II area site-specific development applications.

A geotechnical investigation and impact analysis would be conducted for future development areas prior to approval of any development in this region to ensure potential adverse effects to geological resources would be minimized. Furthermore, any geotechnical investigation and required mitigation measures would be implemented prior to Project approval and construction initiation (refer to **MM GEO-1** below). However no major grading or excavation would be needed to substantially alter the slope of the site, create, or remove steep slopes, create retaining walls, or make other landform modifications. Furthermore, construction on the Phase II area would be required to comply with the NPDES permitting process. Future development would modify the existing conditions when Planning Areas 2B and 3B are completed; however, geological impacts would be minimized with mitigation incorporated along with compliance with applicable plans, policies and programs, including the proposed Project Specific Plan and TOP 2050. Furthermore, the proposed Project Specific Plan land use designations are the same land use designations as contained in TOP 2050. As mentioned above, a subsequent CEQA analysis may be required should the new information presented by the geotechnical investigation indicate that the Project will have significant impacts relating to geological resources.

Conclusion

As noted above, the Project is not anticipated to result in substantial soil erosion or the loss of topsoil with mitigation incorporated. The proposed Project Specific Plan proposes the same land uses as contained in the City's TOP 2050. **MM GEO-1** would be required to reduce impacts. For the Phase I portion of the Project, impacts would be reduced to less than significant levels. However, because the extent of impacts within the Phase II area cannot be known at this time, Project impacts relating to geological resources within the Phase II area are considered potentially significant and unavoidable even with the implementation of recommended mitigation.

Mitigation Measures

MM GEO-1 As specified in the Preliminary Geotechnical Investigation & Organic Soil/Manure Evaluation Report for the Euclid Mixed Use Specific Plan Project by Converse Consulting, cut/fill transitions should be eliminated from all level portions of the building pad areas. This should be accomplished by over excavating the entire "cut" portion of the building pad area by at least 5.0 feet below proposed grade and replacing the excavated materials as properly compacted fill, so that all footings for structures and walls are founded into engineered fill with a minimum of 3.0 feet of fill below footings for proposed structures and 2.0 feet below footings for proposed walls.

No fill should be placed until excavations and/or natural ground preparation have been observed by the geotechnical consultant. The native soils encountered within the project sites are generally considered suitable for re-use as compacted fill. Excavated soils should be processed, including removal of roots and debris, removal

of oversized particles, mixing, and moisture conditioning, before placing as compacted fill. On-site soils used as fill should meet the following criteria.

- No particles larger than 8 inches in largest dimension.
- Rocks larger than 4 inches should not be placed within the upper 12 inches of subgrade soils.
- Free of all significant organic matter, debris, or other deleterious material.
- Expansion index of 50 or less.
- Sand Equivalent greater than 15 (greater than 30 for pipe bedding).
- Contain less than 30 percent by weight retained in 3/4-inch sieve.
- Contain less than 40 percent fines (passing #200 sieve).

Impact 4.7-4 ***Would the Project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?***

Level of Significance: Less than Significant

Specific Plan - Phase I

Construction and Operations

As discussed under *Impact 4.5-1*, above, liquefaction and landslides are not considered to be a design concern for the Project, and potential for lateral spreading would be low. Seismically induced lateral spreading involves primarily lateral movement of earth materials over underlying materials which are liquefied due to ground shaking. It differs from the slope failure in that complete ground failure involving large movement does not occur due to the relatively smaller gradient of the initial ground surface. Lateral spreading is demonstrated by near-vertical cracks with predominantly horizontal movement of the soil mass involved. Generally due to the negligible risk for liquefaction and flat nature of the Phase I area, the risk of lateral spreading is considered low.

The major cause of ground subsidence is the excessive withdrawal of groundwater. However, the Geotechnical Evaluation prepared for the Phase I area determined that groundwater is not expected to be encountered during Project construction activities. Therefore, based on anticipated groundwater depths, it is not expected that groundwater would affect excavations for the foundations and utilities. However, minor subsidence is expected to occur in the soils below the zone of soil removal, due to settlement and machinery working. The volume of excavated and recompacted soils decreases as a result of grading. The shrinkage would depend on, among other factors, the depth of cut and/or fill, the grading method, and the equipment used. The Geotechnical Investigation concluded shrinkage factors for various units of earth material from the Phase I area would range from approximately 0 to 14 percent for the upper 15 feet of soils. Subsidence occurs when a large portion of land sinks, usually due to the withdrawal of groundwater, oil, or natural gas. Soils that are particularly subject to subsidence include those with high silt or clay content. Subsidence would depend on the construction methods and the type of equipment used. Ground subsidence for the Phase I area is estimated to be approximately 0.20 foot to 0.25 foot.

Furthermore, collapse potential was tested on two representative samples in accordance with the ASTM Standard D4596. Based on the laboratory test result a collapse potential of 0.1 percent at a depth of 3.0 feet bgs in boring BH-03 was measured. A collapse potential of 0.2 percent at a depth of 2.5 feet bgs in boring BH-04 was measured. A collapse potential of 0.1 percent at a depth of 5.0 feet bgs in boring BH-02 was measured. No collapse potential at a depth of 8.0 feet bgs in boring BH-08 was measured. These indicate only a slight problem at the site. Collapse potential distress is typically considered a concern when collapse potential is over 2 percent, therefore the test results indicated a slight collapse potential. The consultant recommends that field-testing using the actual grading equipment and techniques be conducted. Additionally, the Project would be in compliance with all federal, State, and local policies and regulations including the CBC, and therefore impacts would be less than significant.

Specific Plan – Phase II Future Development Areas

Construction and Operations

Refer to Phase I discussion above. The Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals at this time. As discussed under *Impact 4.5-1* and Phase I discussion, above, liquefaction and landslides are not considered to be a design concern for the Project, and potential for lateral spreading would be low.

The major cause of ground subsidence is the excessive withdrawal of groundwater. However, based on groundwater monitoring wells and groundwater boring conducted near to the Phase II area, groundwater is not expected to be encountered during Project construction activities. Therefore, based on anticipated groundwater depths, it is not expected that groundwater would affect excavations for the foundations and utilities. Additionally, the Project would be in compliance with all federal, State, and local policies and regulations including the CBC, and therefore impacts would be less than significant.

Furthermore, the proposed Project Specific Plan land use designations are the same land use designations as contained in TOP 2050. Phase II would result in less than significant impacts to landslides, lateral spreading, subsidence, liquefaction or collapse when Planning Areas 2B and 3B are completed. Liquefaction and landslides are not considered to be a design concern for the Project, and potential for lateral spreading would be low due to the geologic setting of the surrounding area. No mitigation is required other than compliance with applicable plans, policies, and programs, including the proposed Specific Plan and TOP 2050.[26]

Conclusion

As noted above, the Project would not be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse, and would not result in a significant impact. The proposed Project Specific Plan proposes the same land uses as contained in the City's TOP 2050. Impacts would be less than significant. No mitigation is required other than compliance with applicable plans, policies, and programs, including the proposed Project Specific Plan and TOP 2050.

[26] Ibid.

Mitigation Measures

No mitigation is necessary.

Impact 4.7-5 ***Would the Project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?***

Level of Significance: Less than Significant with Mitigation Incorporated (Phase I Project) and Significant Unavoidable (Phase II Only)

Specific Plan - Phase I

Construction and Operations

Expansive soils are soils that expand and contract depending on their moisture level. This change can occur seasonally as water levels and precipitation changes throughout the year. These soils normally occur within the first five feet below the surface. Expansive soils can lead to structural damage as their compositions and volume changes dramatically. The composition of the near surface soils at the Phase I site ranges from sands, silty sands, and sandy silts to silty clays, sandy clays, and clayey silts. Laboratory testing performed on representative samples of these materials indicate that the upper 5 to 9 feet of the general site soils had a very low potential (Expansion Index = 0 to 4), and the stockpiled soils possess a medium expansion potential (Expansion Index = 53 to 79).[27] **MM GEO-2** would be implemented to further reduce expansion potential. Corrosive soils present on-site can pose additional risk to structures and infrastructure, particularly those composed of ferrous metals that are in context with the soils. **MM GEO-3** would be implemented to reduce impacts associated with corrosive soils. Therefore, a less than significant impact would occur with mitigation incorporated.

Specific Plan – Phase II Future Development Areas

Construction and Operations

Refer to Phase I discussion above. The Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals at this time. Based on available soil data, soils within the Phase II future development area are anticipated to be similar to those within the Phase I area.[28] Therefore, expansive and corrosive soil characteristics are expected to be similar throughout the entire Project site. Upon commencement of project-level CEQA review for the Phase II area, a geotechnical investigation would be conducted, similar to that of the Phase I analysis. During future development of the Phase II area, existing vegetation and habitat would be removed by grading, excavation, and other construction activities. Note that, in its current state, the Project site is devoid of vegetation or dominated by ornamental, non-native and native species commonly detected in disturbed habitats. These disturbed habitats would be removed upon implementation of Phase II. Similar to Phase I, development occurring within the Phase II area would be subject to subject to **MM GEO-2** and **MM GEO-3**, which would reduce

[27] Converse Consultants. 2022. *Preliminary Geotechnical Investigation & Organic Soil/Manure Evaluation Report for the Euclid Mixed Use Specific Plan Project*. See ***Appendix E1.***

[28] United States Department of Agriculture Natural Resources Conservation Service. ND. *Web Soil Survey.* https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx. *(accessed August 3, 2023).*

impacts associated with soil expansion potential and corrosive soils. However, in the absence of a geotechnical investigation for Phase II, impacts within the Phase II area are not fully known and could be potentially significant. At the time of the project-level CEQA analysis and associated geotechnical investigation of the Phase II area, unforeseen site conditions could be discovered that warrant a finding of potentially significant impact. In that case, a subsequent CEQA analysis, in the form of a subsequent EIR or EIR Addendum, may be required pursuant to Sections 15162(a) and 15164 of the State CEQA Guidelines. This determination will be made by City staff at the time of future Phase II area site-specific development applications.

A geotechnical investigation and impact analysis would be conducted for future development areas prior to approval of any development in this region to ensure potential adverse effects to geological resources would be minimized. Furthermore, any geotechnical investigation and required mitigation measures would be implemented prior to Project approval and construction initiation (refer to **MM GEO-2** and **MM GEO-3** below). Future development would modify the existing conditions when Planning Areas 2B and 3B are completed; however, geological impacts would be minimized with mitigation incorporated along with compliance with applicable plans, policies and programs, including the proposed Project Specific Plan and TOP 2050. As mentioned above, a subsequent CEQA analysis may be required should the new information presented by the geotechnical investigation indicate that the Project will have significant impacts relating to geological resources.

Conclusion

As noted above, the Project would result is not anticipated to result in impact to expansive soils with mitigation incorporated. The proposed Project Specific Plan proposes the same land uses as contained in the City's TOP 2050. **MM GEO-2** and **MM GEO-3** would be required to reduce impacts. For the Phase I portion of the Project, impacts would be reduced to less than significant levels. However, because the extent of impacts within the Phase II area cannot be known at this time, Project impacts relating to geological resources within the Phase II area are considered potentially significant and unavoidable even with the implementation of recommended mitigation.

Mitigation Measures

MM GEO-2 Stockpiled fill soils would be placed in deeper fills (at least 5 feet below proposed grade), landscaped areas, or non-structural fills, or blended with sandier soils on site outside of the subject fill stockpile in order to reduce the expansion potential of the stockpiled soils. The expansion potential of the finish-grade soils shall be tested at grading completion.

Slabs-on-grade shall have a minimum thickness of 5 inches for support of nominal live loads and be reinforced with No. 3 bars spaced 24 inches or less on-centers both ways. Slab reinforcement shall be supported on concrete chairs so that the desired placement is properly placed per the design engineer. Structural design elements of slabs-on-grade, including but not limited to thickness, reinforcement, and joint spacing of more heavily loaded slabs shall be dependent upon the anticipated loading

conditions and the modulus of subgrade reaction (200kcf) of the supporting materials and shall be designed by a structural engineer.

Subgrade for slabs-on-grade shall be firm and uniform. All loose or disturbed soils, including under-slab utility trench backfill shall be recompacted. Prior to placing concrete, the subgrade soils below all floor slabs shall be pre-watered to achieve a moisture content that is equal to 100 percent of the optimum moisture content of the subgrade soils. The moisture content should penetrate to a minimum depth of 12 inches. This should promote uniform curing of the concrete and minimize the development of shrinkage cracks.

MM GEO-3 **Corrosive Materials.** Prior to issuance of a building permit, the Director of the City Public Works Department, or designee, shall verify that the Project Applicant/Developer has retained the services of a licensed corrosion engineer to provide detailed corrosion protection measures. Where steel may come in contact with on-site soils, project construction shall include the use of steel that is protected against corrosion. Corrosion protection may include, but is not limited to, sacrificial metal, the use of protective coatings, and/or cathodic protection. Additional site testing and final design evaluation regarding the possible on-site presence of significant volumes of corrosive soils shall be performed by the Project Geotechnical Consultant to refine and enhance these recommendations. On-site inspection during grading shall be conducted by a qualified corrosion consultant and City of Director of Public Works/City Engineer, or designee, to ensure compliance with geotechnical specifications as incorporated into Project plans.

Impact 4.7-6 ***Would the Project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?***

Level of Significance: Less than Significant

Specific Plan - Phase I

Construction and Operations

No septic tanks or other alternative wastewater disposal systems are proposed. From a geotechnical standpoint, any seepage pits, other private sewage systems, and/or other subsurface structures that may be encountered should be located, mapped on the grading plans, removed and/or properly abandoned. Seepage pits, if abandoned in-place, would be pumped clean, backfilled with gravel or clean sand jetted into place, and then capped with a minimum of 2 feet of a 2-sack or greater slurry or concrete for a minimum distance of 2 feet outside the edge of the seepage pit. The top of the slurry or concrete cap would be at a minimum 10 feet below proposed grade. Water and wastewater systems and their development are further discussed in ***Section 4.17: Utilities and Service Systems*** of this EIR. A less than significant Impact would occur.

Specific Plan – Phase II Future Development Areas

Construction and Operations

Refer to Phase I discussion above. The Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals at this time. The same impact analysis for the Phase I area would also apply to the Phase II future development area. No septic tanks or other alternative wastewater disposal systems are proposed within the Phase II area. Furthermore, the proposed Project Specific Plan land use designations are the same land use designations as contained in TOP 2050. Phase II would not propose septic tanks or other alternative wastewater disposal systems when Planning Areas 2B and 3B are completed. No mitigation is required other than compliance with applicable plans, policies, and programs, including the proposed Project Specific Plan and TOP 2050.[29]

Conclusion

As noted above, the Project does not propose the use of septic tanks or other alternative wastewater disposal systems and would not result in a significant impact. The proposed Project Specific Plan proposes the same land uses as contained in the City's TOP 2050. No mitigation is required other than compliance with applicable plans, policies, and programs, including the proposed Project Specific Plan and TOP 2050.

Mitigation Measures

No mitigation is necessary.

Impact 4.7-7 Would the Project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Level of Significance: Less than Significant with Mitigation Incorporated.

Specific Plan - Phase I and Phase II Future Development Areas

Construction and Operations

The Project site currently operates with agricultural uses and is frequently disturbed by human and machine activity. A paleontological resource overview was prepared for the Project to review the susceptibility of subsurface geologic units to provide paleontological resources as well as review records for fossil localities near the Project site.[30] Additionally, no paleontological resources or unique geologic formations were identified on the Phase I area during the field survey. A records search within a one-mile radius of the Project site did not yield any fossil localities and there were no fossil localities identified within the Phase I area boundaries.

The City of Ontario is underlain by deposits of Quaternary and upper-Pleistocene sediments deposited during the Pliocene and early Pleistocene. Quaternary Older Alluvial sediments may contain significant, nonrenewable, paleontological resources and are therefore considered to have high sensitivity. Older Pleistocene alluvial sediments may contain fossil remains found at 10 ft bgs or greater depths. The

[29] Ibid.
[30] BCR Consulting LLC. April 2023. *Cultural Resources Assessment Euclid Mixed Use Specific Plan Project, City of Ontario, San Bernardino County, California.* (***Appendix D***)

San Bernardino County Museum, Division of Geological Sciences, conducted the paleontological records search at the time of the 2010 Certified EIR and discovered one paleontological locality for the City area. This locality contained the remains of a mammoth located approximately 20 ft below the ground surface. Therefore, the possibility of discovering additional paleontological resources within City boundaries is moderate to high at depths of 10 ft bgs or greater depths.

Development of the Project would include grading and other ground disturbing activities that could potentially disturb paleontological resources or unearth previously recorded resources. Therefore, the implementation of **MM GEO-4** would reduce the impact of Project development on paleontological resources or unique geologic features to less than significant impact levels with mitigation incorporated.

Because fossils may be present at depths greater than 10 feet below the existing ground surface, paleontological spot-checking/monitoring in these areas is required. **MM GEO-4** would require a paleontological monitor to ensure that any paleontological finds are properly collected and recorded, and that construction is relocated to assess the find for significance. With the implementation of **MM GEO-4** potential impacts associated with paleontological resources would be less than significant. Therefore, no significant unavoidable adverse impacts relating to paleontological resources have been identified.

Refer to Phase I discussion above. The Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals at this time. Furthermore, the proposed Project Specific Plan land use designations are the same land use designations as contained in TOP 2050. Phase II would potentially unearth paleontological resources; however, mitigation would reduce potential impacts to less than significant levels when Planning Areas 2B and 3B are completed. Impacts affecting paleontological resources would be less than significant with mitigation incorporated, in addition to compliance with applicable plans, policies, and programs, including the proposed Project Specific Plan and TOP 2050.[31]

Conclusion

As noted above, the Project would have a less than significant impact to paleontological resources with mitigation incorporated. The proposed Project Specific Plan proposes the same land uses as contained in the City's TOP 2050. The Impacts would be less than significant with mitigation incorporated, in addition to compliance with applicable plans, policies, and programs, including the proposed Project Specific Plan and TOP 2050.

Mitigation Measures

MM GEO-4 In areas of documented or inferred archaeological and/or paleontological resource presence, City staff shall require applicants for development permits to provide studies to document the presence/absence of such resources. On properties where resources are identified, such studies shall provide a detailed mitigation plan based on the recommendations of a qualified cultural preservation expert. Additionally, a paleontological resource monitoring plan (PRMP) would be prepared and

[31] City of Ontario. 2022. *TOP 2050 Final Supplemental Environmental Impact Report, Section 5.7, Geology and Soils*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf. (accessed April 2023).

implemented. Periodic paleontological spot checks would be conducted when excavation exceeds depths of 5 feet to determine if older, paleontologically sensitive sediments are present. If present, monitoring would be implemented. Prior to the start of construction, a paleontological resource monitoring plan (PRMP) would be prepared and implemented. The Project's PRMP would implement the following procedures:

- A trained and qualified paleontological monitor would perform spot-check and/or monitoring of any excavations on the Project that have the potential to impact paleontological resources in undisturbed native sediments below five feet in depth. The monitor would have the ability to redirect construction activities to ensure avoidance of adverse impacts to paleontological resources.
- The Project paleontologist may re-evaluate the necessity for paleontological monitoring after examination of the affected sediments during excavation, with approval from Lead Agency and Client representatives.
- Any potentially significant fossils observed shall be collected and recorded in conjunction with best management practices and Society of Vertebrate Paleontology professional standards.
- Any fossils recovered during mitigation shall be deposited in an accredited and permanent scientific institution for the benefit of current and future generations.
- A report documenting the results of the monitoring, including any salvage activities and the significance of any fossils, shall be prepared and submitted to the appropriate personnel.

4.7.7 Cumulative Impacts

Geology and soils impacts are site-specific and generally do not combine to result in cumulative impacts. Like the Project, future development projects would be required to comply with applicable state and local building regulations, including the most recent CBC. Site-specific geologic hazards would be addressed in each project's geotechnical investigation. Further, future developments would be required to comply with environmental analysis and review. Therefore, no significant cumulative impact would occur.

Additionally, other projects in the area would involve ground disturbance and could damage paleontological resources that could be buried in those project sites. As with the Project, other projects would require site-specific paleontological analysis that could lead to mitigation requiring monitoring and recovery, identification, and curation of any resources discovered. Cumulative impacts to paleontological resources would be less than significant, and Project contribution would not be cumulatively considerable.

Lastly, the Project would be pursuant to TOP 2050 and would represent a consistent and logical continuation of the existing and planned pattern of development in Ontario, specifically the Ontario Ranch

area. The City has long anticipated that this area would transition from dairy/agricultural to urban uses, and the Project Specific Plan is implementing TOP 2050.[32]

4.7.8 Significant Unavoidable Impacts

No significant unavoidable impacts were identified for Phase I of the Project. However, the Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals at this time. Impacts within the Phase II area are not fully known and could be potentially significant. At the time of the project-level CEQA analysis and associated geotechnical investigation of the Phase II area, unforeseen site conditions could be discovered that warrant a finding of potentially significant impact. In that case, a subsequent CEQA analysis, in the form of a subsequent EIR or EIR Addendum, may be required pursuant to Sections 15162(a) and 15164 of the State CEQA Guidelines. This determination will be made by City staff at the time of future Phase II area site-specific development applications.

4.7.9 References

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[32] City of Ontario. 2022. *TOP 2050 Final Supplemental EIR. Section 5.7, Geology and Soils*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf. (accessed April 2023)

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4.8 GREENHOUSE GAS EMISSIONS

4.8.1 Introduction

This section of the Draft EIR evaluates the potential for implementation of the Euclid Mixed Use Specific Plan (proposed Project) to cumulatively contribute to greenhouse gas (GHG) emissions impacts, within the City of Ontario (City). Because no single project is large enough to result in a measurable increase in global concentrations of GHG, climate change impacts of a project are considered on a cumulative basis.

This evaluation is based on the methodology recommended by the South Coast Air Quality Management District (SCAQMD). Modeling of GHG emissions was conducted using the California Emissions Estimator Model (CalEEMod), Version 2022.1, the California Air Resources Board's (CARB) EMFAC2021, Version 1.0.2, and CARB's OFFROAD2021 (Orion Web Database), Version 1.0.1. Model outputs are in ***Appendix B1: Air Quality Emissions Model Data,*** of this Draft EIR.

This Section and environmental discussion use information from the following City documents:

- The Ontario Plan 2050
- City of Ontario Municipal Code
- City of Ontario TOP 2050 Final Supplemental EIR

Additionally, the following analysis is based in part on information obtained from:

- Kimley-Horn and Associates. 2023. Greenhouse Gas Emissions Model Data. (***Appendix B3***)

4.8.2 Environmental Setting

Greenhouse Gases and Climate Change

Certain gases in the earth's atmosphere classified as GHGs play a critical role in determining the earth's surface temperature. Solar radiation enters the earth's atmosphere from space. A portion of the radiation is absorbed by the earth's surface and a smaller portion of this radiation is reflected back toward space. This absorbed radiation is then emitted from the earth as low-frequency infrared radiation. The frequencies at which bodies emit radiation are proportional to temperature. Because the earth has a much lower temperature than the sun, it emits lower-frequency radiation. Most solar radiation passes through GHGs; however, infrared radiation is absorbed by these gases. As a result, radiation that otherwise would have escaped back into space is instead "trapped," resulting in a warming of the atmosphere. This phenomenon, known as the greenhouse effect, is responsible for maintaining a habitable climate on earth.

The primary GHGs contributing to the greenhouse effect are carbon dioxide (CO_2), methane (CH_4), and nitrous oxide (N_2O). Fluorinated gases also make up a small fraction of the GHGs that contribute to climate change. Examples of fluorinated gases include chlorofluorocarbons (CFCs), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), sulfur hexafluoride (SF_6), and nitrogen trifluoride (NF_3); however, it is noted that these gases are not associated with typical land use development. Human-caused emissions of GHGs exceeding natural ambient concentrations are believed to be responsible for intensifying the greenhouse

effect and leading to a trend of unnatural warming of the Earth's climate, known as global climate change or global warming.

GHGs are global pollutants, unlike criteria air pollutants and toxic air contaminants (TACs), which are pollutants of regional and local concern. Whereas pollutants with localized air quality effects have relatively short atmospheric lifetimes (about one day), GHGs have long atmospheric lifetimes (one to several thousand years). GHGs persist in the atmosphere for long enough time periods to be dispersed around the globe. Although the exact lifetime of a GHG molecule is dependent on multiple variables and cannot be pinpointed, more CO_2 is emitted into the atmosphere than is sequestered by ocean uptake, vegetation, or other forms of carbon sequestration. Of the total annual human-caused CO_2 emissions, approximately 55 percent is sequestered through ocean and land uptakes every year, averaged over the last 50 years, whereas the remaining 45 percent of human-caused CO_2 emissions remains stored in the atmosphere.[1] ***Table 4.8-1: Description of Greenhouse Gases*** describes the primary GHGs attributed to global climate change, including their physical properties.

Table 4.8-1: Description of Greenhouse Gases

Greenhouse Gas	Description
Carbon Dioxide (CO_2)	CO_2 is a colorless, odorless gas that is emitted naturally and through human activities. Natural sources include decomposition of dead organic matter; respiration of bacteria, plants, animals, and fungus; evaporation from oceans; and volcanic outgassing. Anthropogenic sources are from burning coal, oil, natural gas, and wood. The largest source of CO_2 emissions globally is the combustion of fossil fuels such as coal, oil, and gas in power plants, automobiles, and industrial facilities. The atmospheric lifetime of CO_2 is variable because it is readily exchanged in the atmosphere. CO_2 is the most widely emitted GHG and is the reference gas (Global Warming Potential of 1) for determining Global Warming Potentials for other GHGs.
Nitrous Oxide (N_2O)	N_2O is largely attributable to agricultural practices and soil management. Primary human-related sources of N_2O include agricultural soil management, sewage treatment, combustion of fossil fuels, and adipic and nitric acid production. N_2O is produced from biological sources in soil and water, particularly microbial action in wet tropical forests. The atmospheric lifetime of N_2O is approximately 120 years. The Global Warming Potential of N_2O is 298.
Methane (CH_4)	CH_4, a highly potent GHG, primarily results from off-gassing (the release of chemicals from nonmetallic substances under ambient or greater pressure conditions) and is largely associated with agricultural practices and landfills. Methane is the major component of natural gas, about 87 percent by volume. Human-related sources include fossil fuel production, animal husbandry, rice cultivation, biomass burning, and waste management. Natural sources of CH_4 include wetlands, gas hydrates, termites, oceans, freshwater bodies, non-wetland soils, and wildfires. The atmospheric lifetime of CH_4 is about 12 years and the Global Warming Potential is 25.
Hydrofluorocarbons (HFCs)	HFCs are typically used as refrigerants for both stationary refrigeration and mobile air conditioning. The use of HFCs for cooling and foam blowing is increasing, as the continued phase out of CFCs and HCFCs gains momentum. The 100-year Global Warming Potential of HFCs range from 124 for HFC-152 to 14,800 for HFC-23.
Perfluorocarbons (PFCs)	PFCs have stable molecular structures and only break down by ultraviolet rays about 60 kilometers above Earth's surface. Because of this, they have long lifetimes, between 10,000 and 50,000 years. Two main sources of PFCs are primary aluminum production and semiconductor manufacturing. Global Warming Potentials range from 6,500 to 9,200.

[1] Intergovernmental Panel on Climate Change, *Carbon and Other Biogeochemical Cycles. In: Climate Change 2013: The Physical Science Basis, Contribution of Working Group I to the Fifth Assessment Report of the Intergovernmental Panel on Climate Change*, 2013. http://www.climatechange2013.org/ images/report/WG1AR5_ALL_FINAL.pdf.

Greenhouse Gas	Description
Chlorofluorocarbons (CFCs)	CFCs are gases formed synthetically by replacing all hydrogen atoms in methane or ethane with chlorine and/or fluorine atoms. They are nontoxic, nonflammable, insoluble, and chemically unreactive in the troposphere (the level of air at the earth's surface). CFCs were synthesized in 1928 for use as refrigerants, aerosol propellants, and cleaning solvents. The Montreal Protocol on Substances that Deplete the Ozone Layer prohibited their production in 1987. Global Warming Potentials for CFCs range from 3,800 to 14,400.
Sulfur Hexafluoride (SF_6)	SF_6 is an inorganic, odorless, colorless, and nontoxic, nonflammable gas. It has a lifetime of 3,200 years. This gas is manmade and used for insulation in electric power transmission equipment, in the magnesium industry, in semiconductor manufacturing, and as a tracer gas. The Global Warming Potential of SF_6 is 23,900.
Hydrochlorofluorocarbons (HCFCs)	HCFCs are solvents, similar in use and chemical composition to CFCs. The main uses of HCFCs are for refrigerant products and air conditioning systems. As part of the Montreal Protocol, HCFCs are subject to a consumption cap and gradual phase out. The United States is scheduled to achieve a 100 percent reduction to the cap by 2030. The 100-year Global Warming Potentials of HCFCs range from 90 for HCFC-123 to 1,800 for HCFC-142b.
Nitrogen Trifluoride (NF_3)	NF_3 was added to Health and Safety Code §38505(g)(7) as a GHG of concern. This gas is used in electronics manufacture for semiconductors and liquid crystal displays. It has a high global warming potential of 17,200.
Sources: Compiled from U.S. EPA, Overview of Greenhouse Gases, (https://www.epa.gov/ghgemissions/overview-greenhouse-gases), accessed 12-30-2020; U.S. EPA, Inventory of U.S. Greenhouse Gas Emissions and Sinks: 1990-2016, 2018; Intergovernmental Panel on Climate Change, Climate Change 2007: The Physical Science Basis, 2007; National Research Council, Advancing the Science of Climate Change, 2010; U.S. EPA, Methane and Nitrous Oxide Emission from Natural Sources, April 2010.	

4.8.3 Regulatory Setting

This section describes the federal, State, and local regulations applicable to GHG emissions.

To date, national standards have not been established for nationwide GHG reduction targets, nor have any regulations or legislation been enacted specifically to address climate change and GHG emissions reduction at the project level. Various efforts have been promulgated at the federal level to improve fuel economy and energy efficiency to address climate change and its associated effects.

Federal

Energy Independence and Security Act of 2007

The Energy Independence and Security Act of 2007 (EISA; December 2007), among other key measures, requires the following, which would aid in the reduction of national GHG emissions:

- Increase the supply of alternative fuel sources by setting a mandatory Renewable Fuel Standard (RFS) requiring fuel producers to use at least 36 billion gallons of biofuel in 2022.
- Set a target of 35 miles per gallon for the combined fleet of cars and light trucks by model year 2020 and direct the National Highway Traffic Safety Administration (NHTSA) to establish a fuel economy program for medium- and heavy-duty trucks and create a separate fuel economy standard for work trucks.
- Prescribe or revise standards affecting regional efficiency for heating and cooling products and procedures for new or amended standards, energy conservation, energy efficiency labeling for consumer electronic products, residential boiler efficiency, electric motor efficiency, and home appliances.

It should be noted that the Energy Independence and Security Act of 2022 has been proposed by the United States Senate. The plan would build upon the EISA of 2007 and would include additional requirements for the United States to achieve energy independence by 2024.

U.S. Environmental Protection Agency Endangerment Finding

The U.S. Environmental Protection Agency (EPA) authority to regulate GHG emissions stems from the U.S. Supreme Court decision in *Massachusetts v. EPA* (2007). The Supreme Court ruled that GHGs meet the definition of air pollutants under the existing Federal Clean Air Act (FCAA) and must be regulated if these gases could be reasonably anticipated to endanger public health or welfare. Responding to the Court's ruling, the U.S. EPA finalized an endangerment finding in December 2009. Based on scientific evidence it found that six GHGs (CO_2, CH_4, N_2O, HFCs, PFCs, and SF_6) constitute a threat to public health and welfare. Thus, it is the Supreme Court's interpretation of the existing FCAA and the U.S. EPA's assessment of the scientific evidence that form the basis for the U.S. EPA's regulatory actions.

Federal Vehicle Standards

In response to the U.S. Supreme Court ruling discussed above, Executive Order 13432 was issued in 2007 directing the U.S. EPA, the U.S. Department of Transportation, and the U.S. Department of Energy to establish regulations that reduce GHG emissions from motor vehicles, non-road vehicles, and non-road engines by 2008. In 2009, the NHTSA issued a final rule regulating fuel efficiency and GHG emissions from cars and light-duty trucks for model year 2011, and in 2010, the U.S. EPA and NHTSA issued a final rule regulating cars and light-duty trucks for model years 2012–2016.

In 2010, an Executive Memorandum was issued directing the Department of Transportation, Department of Energy, U.S. EPA, and NHTSA to establish additional standards regarding fuel efficiency and GHG reduction, clean fuels, and advanced vehicle infrastructure. In response to this directive, the U.S. EPA and NHTSA proposed stringent, coordinated federal GHG and fuel economy standards for model years 2017-2025 light-duty vehicles. The proposed standards projected to achieve 163 grams per mile of CO_2 in model year 2025, on an average industry fleet-wide basis, which is equivalent to 54.5 miles per gallon (mpg) if this level were achieved solely through fuel efficiency. The final rule was adopted in 2012 for model years 2017–2021, and NHTSA intends to set standards for model years 2022–2025 in a future rulemaking. On January 12, 2017, the U.S. EPA finalized its decision to maintain the current GHG emissions standards for model years 2022–2025 cars and light trucks. It should be noted that the U.S. EPA is currently proposing to freeze the vehicle fuel efficiency standards at their planned 2020 level (37 mpg), canceling any future strengthening (currently 54.5 mpg by 2026).

In addition to the regulations applicable to cars and light-duty trucks described above, in 2011, the U.S. EPA and NHTSA announced fuel economy and GHG standards for medium- and heavy-duty trucks for model years 2014–2018. The standards for CO_2 emissions and fuel consumption are tailored to three main vehicle categories: combination tractors, heavy-duty pickup trucks and vans, and vocational vehicles. According to the U.S. EPA, this regulatory program will reduce GHG emissions and fuel consumption for the affected vehicles by 6 to 23 percent over the 2010 baselines.

In August 2016, the U.S. EPA and NHTSA announced the adoption of the phase two program related to the fuel economy and GHG standards for medium- and heavy-duty trucks. The phase two program will apply to vehicles with model year 2018 through 2027 for certain trailers, and model years 2021 through 2027 for semi-trucks, large pickup trucks, vans, and all types and sizes of buses and work trucks. The final standards are expected to lower CO_2 emissions by approximately 1.1 billion metric tons and reduce oil consumption by up to 2 billion barrels over the lifetime of the vehicles sold under the program.

On September 27, 2019, the U.S. EPA and the NHTSA published the "Safer Affordable Fuel-Efficient (SAFE) Vehicles Rule Part One: One National Program." (84 Fed. Reg. 51,310 (Sept. 27, 2019.) The Part One Rule revokes California's authority to set its own GHG emissions standards and set zero-emission vehicle mandates in California. On March 31, 2020, the U.S. EPA and NHTSA finalized rulemaking for SAFE Part Two, which sets CO_2 emissions standards and corporate average fuel economy (CAFE) standards for passenger vehicles and light duty trucks, covering model years 2021-2026.

Presidential Executive Order 13783

Presidential Executive Order 13783, Promoting Energy Independence and Economic Growth issued on March 28, 2017, orders all federal agencies to apply cost-benefit analyses to regulations of GHG emissions and evaluations of the social cost of CO_2, N_2O, and CH_4.

State

California Air Resources Board

The California Air Resources Board (CARB) is responsible for the coordination and oversight of State and local air pollution control programs in California. Various statewide and local initiatives to reduce California's contribution to GHG emissions have raised awareness about climate change and its potential for severe long-term adverse environmental, social, and economic effects. California is a significant emitter of CO_2e in the world and produced 369 million gross metric tons (MMT) of CO_2e in 2020. The transportation sector is the State's largest emitter of GHGs, followed by industrial operations such as manufacturing and oil and gas extraction.

The State of California legislature has enacted a series of bills that constitute the most aggressive program to reduce GHGs of any state in the nation. Some legislation, such as the landmark AB 32 California Global Warming Solutions Act of 2006, was specifically enacted to address GHG emissions. Other legislation, such as Title 24 building efficiency standards and Title 20 appliance energy standards, were originally adopted for other purposes such as energy and water conservation, but also provide GHG reductions. This section describes the major legislation related to GHG emissions reduction.

Assembly Bill 32 (California Global Warming Solutions Act of 2006)

AB 32 instructs the CARB to develop and enforce regulations for the reporting and verification of statewide GHG emissions. AB 32 also directed CARB to set a GHG emissions limit based on 1990 levels, to be achieved by 2020. It set a timeline for adopting a scoping plan for achieving GHG reductions in a technologically and economically feasible manner.

CARB Scoping Plan

Adopted December 15, 2022, CARB's 2022 Scoping Plan for Achieving Carbon Neutrality (2022 Scoping Plan) sets a path to achieve targets for carbon neutrality and reduce anthropogenic GHG emissions by 85 percent below 1990 levels by 2045 in accordance with AB 1279. To achieve the targets of AB 1279, the 2022 Scoping Plan relies on existing and emerging fossil fuel alternatives and clean technologies, as well as carbon capture and storage. Specifically, the 2022 Scoping Plan focuses on zero-emission transportation; phasing out use of fossil gas use for heating homes and buildings; reducing chemical and refrigerants with high GWP; providing communities with sustainable options for walking, biking, and public transit; displacement of fossil-fuel fired electrical generation through use of renewable energy alternatives (e.g., solar arrays and wind turbines); and scaling up new options such as green hydrogen. The 2022 Scoping Plan sets one of the most aggressive approaches to reach carbon neutrality in the world. Unlike the 2017 Scoping Plan, CARB no longer includes a numeric per capita threshold and instead advocates for compliance with a local GHG reduction strategy (i.e., Climate Action Plan) consistent with CEQA Guidelines section 15183.5.

The key elements of the 2022 CARB Scoping Plan focuses on transportation. Specifically, the 2022 Scoping Plan aims to rapidly move towards zero-emission transportation (i.e., electrifying cars, buses, trains, and trucks), which constitutes California's single largest source of GHGs. The regulations that impact the transportation sector are adopted and enforced by CARB on vehicle manufacturers and are outside the jurisdiction and control of local governments. The 2022 Scoping Plan accelerates development of new regulations as well as amendments to strengthen regulations and programs already in place.

Included in the 2022 Scoping Plan is a set of Local Actions (2022 Scoping Plan Appendix D) aimed at providing local jurisdictions with tools to reduce GHGs and assist the state in meeting the ambitious targets set forth in the 2022 Scoping Plan. Appendix D to the 2022 Scoping Plan includes a section on evaluating plan-level and project-level alignment with the State's Climate Goals in CEQA GHG analyses. In this section, CARB identifies several recommendations and strategies that should be considered for new development in order to determine consistency with the 2022 Scoping Plan. Notably, this section is focused on Residential and Mixed-Use Projects. CARB specifically states that Appendix D does not address other land uses (e.g., industrial). However, CARB plans to explore new approaches for other land use types in the future.

Senate Bill 32 (California Global Warming Solutions Act of 2006: Emissions Limit)

Signed into law in September 2016, SB 32 codifies the 2030 GHG reduction target in Executive Order B-30-15 (40 percent below 1990 levels by 2030). The bill authorizes CARB to adopt an interim GHG emissions level target to be achieved by 2030. CARB also must adopt rules and regulations in an open public process to achieve the maximum, technologically feasible, and cost-effective GHG reductions.

With SB 32, the Legislature passed companion legislation, AB 197, which provides additional direction for developing the Scoping Plan. On December 12, 2022, CARB adopted a third update to the Scoping Plan. The 2022 Scoping Plan details how the State will reduce GHG emissions to meet the 2030 target set by Executive Order B-30-15 and codified by SB 32. Other objectives listed in the 2022 Scoping Plan are to

provide direct GHG emissions reductions; support climate investment in disadvantaged communities; and support the Clean Power Plan and other Federal actions.

SB 375 (The Sustainable Communities and Climate Protection Act of 2008)

Signed into law on September 30, 2008, SB 375 provides a process to coordinate land use planning, regional transportation plans, and funding priorities to help California meet the GHG reduction goals established by AB 32. SB 375 requires metropolitan planning organizations to include sustainable community strategies in their regional transportation plans for reducing GHG emissions, aligns planning for transportation and housing, and creates specified incentives for the implementation of the strategies.

AB 1493 (Pavley Regulations and Fuel Efficiency Standards)

AB 1493, enacted on July 22, 2002, required CARB to develop and adopt regulations that reduce GHGs emitted by passenger vehicles and light duty trucks. Implementation of the regulation was delayed by lawsuits filed by automakers and by the U.S. EPA's denial of an implementation waiver. The U.S. EPA subsequently granted the requested waiver in 2009, which was upheld by the U.S. District Court for the District of Columbia in 2011. The regulations establish one set of emission standards for passenger vehicles sand light duty truck model years 2009 to 2016 and a second set of emissions standards for model years 2017 to 2025. By 2025, when all rules will be fully implemented, new automobiles will emit 34 percent fewer CO_2e emissions and 75 percent fewer smog-forming emissions.

SB 350 (Clean Energy and Pollution Reduction Act of 2015)

Signed into law on October 7, 2015, SB 350 implements the goals of Executive Order B-30-15. The objectives of SB 350 are to increase the procurement of electricity from renewable sources from 33 percent to 50 percent (with interim targets of 40 percent by 2024, and 45 percent by 2027) and to double the energy efficiency savings in electricity and natural gas end uses of retail customers through energy efficiency and conservation. SB 350 also reorganizes the Independent System Operator to develop more regional electricity transmission markets and improve accessibility in these markets, which will facilitate the growth of renewable energy markets in the western United States.

AB 398 (Market-Based Compliance Mechanisms)

Signed into law on July 25, 2017, AB 398 extended the duration of the Cap-and-Trade program from 2020 to 2030. AB 398 required CARB to update the Scoping Plan and for all GHG rules and regulations adopted by the State. It also designated CARB as the Statewide regulatory body responsible for ensuring that California meets its Statewide carbon pollution reduction targets, while retaining local air districts' responsibility and authority to curb toxic air contaminants and criteria pollutants from local sources that severely impact public health. AB 398 also decreased free carbon allowances by over 40 percent by 2030 and prioritized Cap-and-Trade spending to various programs including reducing diesel emissions in impacted communities.

SB 150 (Regional Transportation Plans)

Signed into law on October 10, 2017, SB 150 aligns local and regional GHG reduction targets with State targets (i.e., 40 percent below their 1990 levels by 2030). SB 150 creates a process to include communities

in discussions on how to monitor their regions' progress in meeting these goals. The bill also requires the CARB to regularly report on that progress, as well as on the successes and the challenges regions experience associated with achieving their targets. SB 150 provides for accounting of climate change efforts and GHG reductions and identifies effective reduction strategies.

SB 100 (California Renewables Portfolio Standard Program: Emissions of Greenhouse Gases)

Signed into law in September 2018, SB 100 increased California's renewable electricity portfolio from 50 to 60 percent by 2030. SB 100 also established a further goal to have an electric grid that is entirely powered by clean energy by 2045.

SB 1368 (Emission Performance Standards)

SB 1368 is the companion bill of AB 32, which directs the California Public Utilities Commission (CPUC) to adopt a performance standard for GHG emissions for the future power purchases of California utilities. SB 1368 limits carbon emissions associated with electrical energy consumed in California by forbidding procurement arrangements for energy longer than five years from resources that exceed the emissions of a relatively clean, combined cycle natural gas power plant. The new law effectively prevents California's utilities from investing in, otherwise financially supporting, or purchasing power from new coal plants located in or out of the state. The CPUC adopted the regulations required by SB 1368 on August 29, 2007. The regulations implementing SB 1368 establish a standard for baseload generation owned by, or under long-term contract to publicly owned utilities, for 1,100 pounds of CO_2 per megawatt-hour.

SB 1078, AB107, and SBX1-2 (Renewable Electricity Standards)

SB 1078 (2002) required California to generate 20 percent of its electricity from renewable energy by 2017. SB 107 (2006) changed the due date to 2010 instead of 2017. On November 17, 2008, Executive Order S-14-08 established a Renewable Portfolio Standard target for California requiring that all retail sellers of electricity serve 33 percent of their load with renewable energy by 2020. Executive Order S-21-09 also directed CARB to adopt a regulation by July 31, 2010, requiring the state's load serving entities to meet a 33 percent renewable energy target by 2020. CARB approved the Renewable Electricity Standard on September 23, 2010, by Resolution 10-23. SB X1-2 codified the 33 percent by 2020 goal.

AB 1346 (Air Pollution: Small Off-Road Engines)

Signed into Law in October 2021, AB 1346 requires CARB, to adopt cost-effective and technologically feasible regulations to prohibit engine exhaust and evaporative emissions from new small off-road engines, consistent with federal law, by July 1, 2022. The bill requires CARB to identify and, to the extent feasible, make available funding for commercial rebates or similar incentive funding as part of any updates to existing applicable funding program guidelines to local air pollution control districts and air quality management districts to implement to support the transition to zero-emission small off-road equipment operations.

AB 1279 (The California Climate Crisis)

AB 1279 establishes the policy of the State to achieve carbon neutrality as soon as possible, but no later than 2045; to maintain net negative GHG emissions thereafter; and to ensure that by 2045 statewide

anthropogenic GHG emissions are reduced at least 85 percent below 1990 levels. The bill requires CARB to ensure that Scoping Plan updates identify and recommend measures to achieve carbon neutrality, and to identify and implement policies and strategies that enable CO^2 removal solutions and carbon capture, utilization, and storage technologies.

SB 1020 (100 Percent Clean Electric Grid)

Signed on September 16, 2022, SB 1020 provides additional goals for the path to the 2045 goal of 100 percent clean electricity retail sales. It creates a target of 90 percent clean electricity retail sales by 2035 and 95 percent clean electricity retail sales by 2040.

SB 905 (Carbon Sequestration Program)

Signed on September 16, 2022, SB 905 establishes regulatory framework and policies that involve carbon removal, carbon capture, utilization, and sequestration. It also prohibits the injecting of concentrated carbon dioxide fluid into a Class II injection well for the purpose of enhanced oil recovery.

AB 1757 (Nature-Based Solutions)

Signed on September 16, 2022, AB 1757 requires State agencies to develop a range of targets for natural carbon sequestration and nature-based climate solutions that reduce GHG emissions to meet the 2030, 2038, and 2045 goals which would be integrated into a scoping plan addressing natural and working lands.

Executive Orders Related to GHG Emissions

California's Executive Branch has taken several actions to reduce GHGs using executive orders. Although not regulatory, they set the tone for the State and guide the actions of state agencies.

Executive Order S-3-05

Executive Order S-3-05 was issued on June 1, 2005, which established the following GHG emissions reduction targets:

- By 2010, reduce greenhouse gas emissions to 2000 levels.
- By 2020, reduce greenhouse gas emissions to 1990 levels.
- By 2050, reduce greenhouse gas emissions to 80 percent below 1990 levels.

The 2050 reduction goal represents what some scientists believe is necessary to reach levels that will stabilize the climate. The 2020 goal was established to be a mid-term target. Because this is an executive order, the goals are not legally enforceable for local governments or the private sector.

Executive Order S-01-07

Issued on January 18, 2007, Executive Order S 01-07 mandates that a statewide goal shall be established to reduce the carbon intensity of California's transportation fuels by at least 10 percent by 2020. The executive order established a Low Carbon Fuel Standard (LCFS) and directed the Secretary for Environmental Protection to coordinate the actions of the California Energy Commission, CARB, the

University of California, and other agencies to develop and propose protocols for measuring the "life-cycle carbon intensity" of transportation fuels. CARB adopted the LCFS on April 23, 2009.

Executive Order S-13-08

Issued on November 14, 2008, Executive Order S-13-08 facilitated the California Natural Resources Agency development of the 2009 California Climate Adaptation Strategy. Objectives include analyzing risks of climate change in California, identifying and exploring strategies to adapt to climate change, and specifying a direction for future research.

Executive Order S-14-08

Issued on November 17, 2008, Executive Order S-14-08 expands the State's Renewable Energy Standard to 33 percent renewable power by 2020. Additionally, Executive Order S-21-09 (signed on September 15, 2009) directs CARB to adopt regulations requiring 33 percent of electricity sold in the State to come from renewable energy by 2020. CARB adopted the Renewable Electricity Standard on September 23, 2010, which requires 33 percent renewable energy by 2020 for most publicly-owned electricity retailers.

Executive Order S-21-09

Issued on July 17, 2009, Executive Order S-21-09 directs CARB to adopt regulations to increase California's Renewable Portfolio Standard (RPS) to 33 percent by 2020. This builds upon SB 1078 (2002), which established the California RPS program, requiring 20 percent renewable energy by 2017, and SB 107 (2006), which advanced the 20 percent deadline to 2010, a goal which was expanded to 33 percent by 2020 in the 2005 Energy Action Plan II.

Executive Order B-30-15

Issued on April 29, 2015, Executive Order B-30-15 established a California GHG reduction target of 40 percent below 1990 levels by 2030 and directs CARB to update the Climate Change Scoping Plan to express the 2030 target in terms of $MMTCO_2e$. The 2030 target acts as an interim goal on the way to achieving reductions of 80 percent below 1990 levels by 2050, a goal set by Executive Order S-3-05. The executive order also requires the State's climate adaptation plan to be updated every three years and for the State to continue its climate change research program, among other provisions. With the enactment of SB 32 in 2016, the Legislature codified the goal of reducing GHG emissions by 2030 to 40 percent below 1990 levels.

Executive Order B-55-18

Issued on September 10, 2018, Executive Order B-55-18 establishes a goal to achieve carbon neutrality as soon as possible, and no later than 2045, and achieve and maintain net negative emissions thereafter. This goal is in addition to the existing statewide targets of reducing GHG emissions. The executive order requires CARB to work with relevant state agencies to develop a framework for implementing this goal. It also requires CARB to update the Scoping Plan to identify and recommend measures to achieve carbon neutrality. The executive order also requires state agencies to develop sequestration targets in the Natural and Working Lands Climate Change Implementation Plan.

Executive Order B-79-20

Signed in September 2020, Executive Order N-79-20 establishes as a goal that where feasible, all new passenger cars and trucks, as well as all drayage/cargo trucks and off-road vehicles and equipment, sold in California, will be zero-emission by 2035. The executive order sets a similar goal requiring that all medium and heavy-duty vehicles will be zero-emission by 2045 where feasible. It also directs CARB to develop and propose rulemaking for passenger vehicles and trucks, medium-and heavy-duty fleets where feasible, drayage trucks, and off-road vehicles and equipment "requiring increasing volumes" of new zero emission vehicles (ZEVs) "towards the target of 100 percent." The executive order directs the California Environmental Protection Agency, the California Geologic Energy Management Division (CalGEM), and the California Natural Resources Agency to transition and repurpose oil production facilities with a goal toward meeting carbon neutrality by 2045. Executive Order N-79-20 builds upon the CARB Advanced Clean Trucks regulation, which was adopted by CARB in July 2020.

California Regulations and Building Codes

California has a long history of adopting regulations to improve energy efficiency in new and remodeled buildings. These regulations have kept California's energy consumption relatively flat, even with rapid population growth.

Title 20 Appliance Efficiency Regulations

The appliance efficiency regulations (California Code of Regulations [CCR] Title 20, Sections 1601-1608) include standards for new appliances. Twenty-three categories of appliances are included in the scope of these regulations. These standards include minimum levels of operating efficiency, and other cost-effective measures, to promote the use of energy- and water-efficient appliances.

Title 24 Building Energy Efficiency Standards

California's Energy Efficiency Standards for Residential and Nonresidential Buildings (CCR Title 24, Part 6) was first adopted in 1978 in response to a legislative mandate to reduce California's energy consumption. The standards are updated periodically to allow consideration and possible incorporation of new energy efficient technologies and methods. Energy efficient buildings require less electricity; therefore, increased energy efficiency reduces fossil fuel consumption and decreases GHG emissions. The California Energy Commission (CEC) adopted the 2022 Energy Code on August 11, 2021, which was subsequently approved by the California Building Standards Commission for inclusion into the California Building Standards Code. The 2022 Title 24 standards will result in less energy use, thereby reducing air pollutant emissions associated with energy consumption across California. For example, the 2022 Title 24 standards will require efficient electric heat pumps, establishes electric-ready requirements for new homes, expands solar photovoltaic and battery storage standards, and strengthens ventilation standards.

Title 24 California Green Building Standards Code

The California Green Building Standards Code (CCR Title 24, Part 11 code) commonly referred to as CALGreen, is a statewide mandatory construction code developed and adopted by the California Building Standards Commission and the Department of Housing and Community Development. The CALGreen standards require new residential and nonresidential buildings to comply with mandatory measures under

the topics of planning and design, energy efficiency, water efficiency/conservation, material conservation and resource efficiency, and environmental quality. CALGreen also provides voluntary tiers and measures that local governments may adopt that encourage or require additional measures in the five green building topics. The latest CALGreen Code took effect on January 1, 2023 (2022 CALGreen). The 2022 CALGreen standards has improved upon the 2019 standards for new construction of, and additions and alterations to, residential and nonresidential buildings.

CARB Advanced Clean Truck Regulation

CARB adopted the Advanced Clean Truck Regulation in June 2020 requiring truck manufacturers to transition from diesel trucks and vans to electric zero-emission trucks beginning in 2024. By 2045, every new truck sold in California is required to be zero-emission. This rule directly addresses disproportionate risks and health and pollution burdens and puts California on the path for an all zero-emission short-haul drayage fleet in ports and railyards by 2035, and zero-emission "last-mile" delivery trucks and vans by 2040. The Advanced Clean Truck Regulation accelerates the transition of zero-emission medium-and heavy-duty vehicles from Class 2b to Class 8. The regulation has two components including a manufacturer sales requirement, and a reporting requirement:

- Zero-Emission Truck Sales: Manufacturers who certify Class 2b through 8 chassis or complete vehicles with combustion engines are required to sell zero-emission trucks as an increasing percentage of their annual California sales from 2024 to 2035. By 2035, zero-emission truck/chassis sales need to be 55 percent of Class 2b – 3 truck sales, 75 percent of Class 4 – 8 straight truck sales, and 40 percent of truck tractor sales.
- Company and Fleet Reporting: Large employers including retailers, manufacturers, brokers and others would be required to report information about shipments and shuttle services. Fleet owners, with 50 or more trucks, would be required to report about their existing fleet operations. This information would help identify future strategies to ensure that fleets purchase available zero-emission trucks and place them in service where suitable to meet their needs.

Regional

South Coast Air Quality Management District

The following SCAQMD rule related to GHG emissions is required of the Project:

- Rule 2305 (Warehouse Indirect Source Rule) - SCAQMD has adopted Rule 2305 in May 2021 to reduce emissions associated with warehouses and mobile sources attracted to warehouses. This rule applies to all existing and proposed warehouses over 100,000 square feet located in SCAQMD. Rule 2305 requires warehouse operators to track annual vehicle miles traveled (VMT) associated with truck trips to and from the warehouse. These trip miles are used to calculate the warehouses' WAIRE (Warehouse Actions and Investments to Reduce Emissions) Points Compliance Obligation. WAIRE Points are earned based on emission reduction measures and warehouse operators are required to submit an annual WAIRE Report which includes truck trip data and emission reduction measures. Reduction strategies listed in the WAIRE menu include acquire zero emission (ZE) or near zero emission (NZE) trucks; require ZE/NZE truck visits; require ZE yard trucks; install on-site ZE charging/fueling infrastructure; install onsite energy systems; and install filtration systems in residences, schools, and other buildings in the adjacent community.

Warehouse operators that do not earn a sufficient number of WAIRE points to satisfy the WAIRE Points Compliance Obligation are required to pay a mitigation fee.

Southern California Association of Governments

Per SB 375, CARB set the following regional transportation GHG emissions reduction targets for the Southern California Association of Governments (SCAG):

- 8 percent reduction from the 2005 per capita amount by 2020
- 13 percent reduction from the 2005 per capita amount by 2035

SCAG's Sustainable Communities Strategy (SCS) is included in the SCAG 2016-2040 Regional Transportation Plan Sustainable Communities Strategy (RTP/SCS). The goals and policies of the 2016-2040 RTP/SCS that reduce VMT focus on transportation and land use planning that include building infill projects, locating residents closer to where they work and play and designing communities so there is access to high quality transit service. The 2016-2040 RTP/SCS would result in an eight percent reduction in GHG emissions per capita by 2020, an 18 percent reduction by 2035 and a 21 percent reduction by 2040— compared with 2005 levels. This meets or exceeds the State's mandated reductions established by CARB and meets the requirements of SB 375 as codified in Government Code §65080(b) et seq., which are eight percent by 2020 and 13 percent by 2035. The 2016-2040 RTP/SCS is expected to reduce the number of VMT per capita by more than seven percent and Vehicle Hours Traveled (VHT) per capita by 17 percent (for automobiles and light/medium duty trucks) as a result of more location efficient land use patterns and improved transit service.

On September 3, 2020, SCAG's Regional Council adopted Connect SoCal (2020-2045 RTP/SCS). Connect SoCal outlines more than $638 billion in transportation system investments through 2045 to increase mobility options and achieve a more sustainable growth pattern. Connect SoCal includes plans to support development of ZEV trucks and passenger vehicles to reduce air pollution and GHG emissions.

CARB updated the regional targets in 2018 to ensure consistency with the more stringent statewide reduction goals subsequently introduced by the California legislature and the Governor's office. For the SCAG region, the updated targets are eight percent below 2005 per capita emissions levels by 2020 (this value is unchanged from the previous 2020 CARB target), and 19 percent below 2005 per capita emissions levels by 2035.

Connect SoCal SCS has been found to meet State targets for reducing GHG emissions from cars and light trucks. Connect SoCal achieves per capita GHG emission reductions relative to 2005 levels of eight percent in 2020, and 19 percent in 2035, thereby meeting the GHG reduction targets established by the CARB for the SCAG region.

Chino Airport Land Use, Compatibility Plan

The Project site is within the Chino Airport Influence Area. The Chino Airport is located just south of the Project site across Merrill Avenue. The Chino Airport has adopted its own Airport Comprehensive Land Use Plan (ACLUP).

Local

Ontario Community Climate Action Plan

The City adopted the Community Climate Action Plan (CAP) in August 2022. The primary purpose of the City's Community CAP is to design a feasible strategy to reduce GHG emissions generated by community activities that is consistent with statewide Scoping Plan GHG reduction efforts. Community activities are those activities occurring in association with the land uses and activities within the City's jurisdictional boundary, generally from sources of emissions that the City's community can influence or control. The GHG emissions reduction target established under the CAP is 40 percent under year 1990 levels by 2030. This goal is consistent with CARB's 2017 Scoping Plan, which was developed to implement AB 32 and provide a recommended GHG reduction target of 40 percent below 1990 levels to local communities by the year 2030.

As part of the previous CAP, the City published a guidance document titled "Greenhouse Gas Emissions, CEQA Thresholds and Screening Tables" (December 2014) (Screening Tables).[2] As part of this guidance, a project would need to achieve a minimum of 100 points pursuant to measures identified in the Screening Tables. The Screening Tables include a variety of measures to choose from, including building energy efficiency, water conservation, and VMT (vehicle miles traveled) reduction. The City developed an interim Development Screening Table, and the latest draft was revised on May 1, 2018. The 2022 CAP is continuing to update the screening tables and is still currently using the screening tables to evaluate a project's GHG impact.

4.8.4 Impact Thresholds and Significance Criteria

According to Appendix G of the State CEQA Guidelines, a project would normally have a significant effect on the environment if the project would:

GHG-1 Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment.

GHG-2 Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases.

Addressing GHG emissions generation impacts requires an agency to determine what constitutes a significant impact. The amendments to the State CEQA Guidelines specifically allow lead agencies to determine thresholds of significance that illustrate the extent of an impact and are a basis from which to apply mitigation measures. This means that each agency is left to determine whether a project's GHG emissions will have a "significant" impact on the environment. The guidelines direct that agencies are to use "careful judgment" and "make a good-faith effort, based to the extent possible on scientific and factual data, to describe, calculate or estimate" the project's GHG emissions.

[2] City of Ontario. 2022. *Community Climate Action Plan,* Retrieved from: https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/Applications/Community%20Climate%20Action%20Plan%20-%20Appendix%20B.pdf. (Accessed April 3, 2023).

Ontario Community Climate Action Plan

To ensure new development projects are consistent with the Community CAP, the Community CAP includes implementation of a Development Review Process (DRP) to reduce GHG emissions associated with new development. The DRP sets forth procedures for evaluating GHG impacts and determining significance for CEQA purposes by using the Greenhouse Reduction Measures Screening Threshold Table to mitigate project GHG emissions that exceed the threshold level. The Screening Tables provide a menu of options that both ensures implementation of the reduction strategies and flexibility for projects to reduce GHG emissions to levels that align with the City's reduction goals.

4.8.5 Plans, Programs, and Policies

PPP GHG-1 New buildings are required to achieve the current California Building Energy Efficiency Standards (Title 24, Part 6) and the CALGreen Code. The 2022 Building Energy Efficiency Standards become effective on January 1, 2023. The Building Energy Efficiency Standards and CALGreen Code are updated triannually with a goal to achieve 100 percent clean carbon neutrality by 2050 within the State.

PPP GHG-2 New buildings are required to adhere to the California Green Building Standards Code (CALGreen Code) requirement to provide bicycle parking for new non-residential buildings, or meet local bicycle parking ordinances, whichever is stricter (CALGreen Code Sections 5.106.4.1).

PPP GHG-3 California's Green Building Standards Code (CALGreen Code) requires the recycling and/or salvaging for reuse at minimum of 65 percent of the nonhazardous construction and demolition waste generated during most "new construction" projects (CALGreen Code Sections 4.408 and 5.408). Construction contractors are required to submit a construction waste management plan that identifies the construction and demolition waste materials to be diverted from disposal by recycling, reuse on the project, or salvaged for future use or sale and the amount (by weight or volume).

PPP GHG-4 Construction activities are required to adhere to Title 13 CCR 2499, which requires that nonessential idling of construction equipment is restricted to five minutes or less.

PPP GHG-5 New buildings are required to adhere to the CALGreen Code and Water Efficient Landscape Ordinance requirements to increase water efficiency and reduce urban per capita water demand.

PPP GHG-6 CARB's RPS is a foundational element of the State's emissions reduction plan. These mandates apply directly to investor-owned utilities, which in the case of the proposed Project is Southern California Edison (SCE). On September 10, 2018, SB 100 was signed into law and established the following RPS targets: 50 percent renewable resources target by December 31, 2026, and 60 percent target by December 31, 2030. SB 100 also requires that retail sellers and local publicly owned electric utilities procure a minimum quantity of electricity products from eligible renewable energy resources so that the total kilowatt hours of those products sold to their retail end-use

customers achieve 44 percent of retail sales by December 31, 2024; 52 percent by December 31, 2027; and 60 percent by December 31, 2030.

PPP GHG-7 SB 375 requires the reduction of GHG emissions from light trucks and automobiles through land use and transportation efforts that will reduce VMT. In essence, SB 375's goal is to control GHGs by curbing urban sprawl and through better land use planning. SB 375 essentially becomes the land use contribution to the GHG reduction requirements of AB 32, California's global warming bill enacted in 2006, and SB 32.

PPP GHG-8 The heavy-duty tractors and trailers (i.e., trucks that are 53-foot or longer) must use U.S. EPA SmartWay certified tractors and trailers or retrofit their existing fleet with SmartWay verified technologies in accordance with CARB's Heavy-Duty (Tractor-Trailer) GHG Regulation. Owners are responsible for replacing or retrofitting their affected vehicles with compliant aerodynamic technologies and low rolling resistance tires. Sleeper cab tractors model year 2011 and later must be SmartWay certified. All other tractors must use SmartWay verified low rolling resistance tires. Trailers must have low rolling resistance tires and aerodynamic devices.

PPP GHG-9 The medium-duty and heavy-duty vehicle engines are required to comply with the U.S. EPA's GHG and fuel efficiency standards. The federal and California Phase 1 standards took effect with model year 2014 tractors, vocational vehicles, and heavy-duty pick-up trucks and vans and the engines powering such vehicles (the Phase 1 standards excludes trailers). The federal Phase 2 standards cover model years 2018-2027 for certain trailers and model years 2021- 2027 for semi-trucks and large pick-up trucks, vans and all types and sizes of buses and work trucks. California is aligned with the federal Phase 2 standards in structure, timing, and stringency, but with some minor California differences. The California Phase 2 regulations became effective April 1, 2019.

Project Design Features

PDF GHG-1 Indoor material handling equipment used throughout the Project area shall be electric and may not be propane or diesel-powered.

PDF GHG-2 The tilt-up concrete warehouse buildings shall have rooftops that can support tenant improvements for solar panels (i.e., solar-ready).

PDF GHG-3 All outdoor water demands shall be served with recycled water.

Methodology

Global climate change is, by definition, a cumulative impact of GHG emissions. Therefore, there is no project-level analysis. The baseline against which to compare potential impacts of the project includes the natural and anthropogenic drivers of global climate change, including worldwide GHG emissions from human activities which almost doubled between 1970 and 2010 from approximately 27 gigatons (Gt) of

CO_2 per year to nearly 49 $GtCO_2$ per year.[3] As such, the geographic extent of climate change and GHG emissions cumulative impact discussion is worldwide.

The Project's construction and operational emissions were calculated using the California Emissions Estimator Model version 2022.1 (CalEEMod). Details of the modeling assumptions and emission factors are provided in ***Appendix B1: Air Quality Emissions Model Data***. For construction, CalEEMod calculates emissions from off-road equipment usage and on-road vehicle travel associated with haul, delivery, and construction worker trips. GHG emissions during construction were forecasted based on the proposed construction schedule and applying the mobile-source and fugitive dust emissions factors derived from CalEEMod. The Project's construction-related GHG emissions would be generated from off-road construction equipment, on-road hauling and vendor (material delivery) trucks, and worker vehicles.

The Project's operations-related GHG emissions would be generated by vehicular traffic, off-road equipment, area sources (e.g., landscaping maintenance, consumer products), electrical generation, natural gas consumption, water supply and wastewater treatment, and solid waste. The increase of traffic over existing conditions as a result of the Project was obtained from the Project's Traffic Analysis Study (see ***Appendix I1: Traffic Analysis***) prepared by Urban Crossroads (January 2023). Project trip generation from the Trip Generation Analysis is based on the following Institute of Transportation Engineers (ITE) land use categories:

- ITE Land Use 130: Industrial Park
- ITE Land Use 150: Warehousing
- ITE Land Use 220: Multifamily Low-Rise Residential
- ITE Land Use 822: Strip Retail
- ITE Land Use 933: Fast-Food Restaurant Without Drive-Through
- ITE Land Use: 934: Fast-Food Restaurant With Drive-Through

The ITE Trip Generation Manual does not contain trip generation rates for truck/trailer parking lots. Therefore, the traffic study developed rates with data from other truck/trailer parking facilities located in the surrounding area. Truck mix percentages are based on the SCAQMD Truck Trip Generation Study applied to ITE truck percentages. Other operational emissions from area, energy, and stationary sources were quantified in CalEEMod based on land use activity data.

4.8.6 Impacts and Mitigation Measures

The following impact analysis addresses thresholds of significance for which the Initial Study disclosed potentially significant impacts.

[3] Intergovernmental Panel on Climate Change, *Climate Change 2013 Mitigation of Climate Change Working Group III Contribution to the Fifth Assessment Report of the Intergovernmental Panel on Climate Change*, 2013.

Impact 4.8-1: Would the Project generate GHG emissions, either directly or indirectly, that could have a significant impact on the environment?

Level of Significance: Less than Significant with Mitigation Incorporated

Construction associated with the Project would result in direct emissions of CO_2, N_2O, and CH_4 from construction equipment and the transport of materials and construction workers to and from the Project Site. Construction-related emissions are only temporary and would cease once construction is complete. Construction GHG emissions are typically summed and amortized over the lifetime of the Project (assumed to be 30 years), then added to the operational emissions.[4]

Operational or long-term emissions occur over the life of the Project. GHG emissions would result from direct emissions such as Project generated vehicular traffic, on-site combustion of natural gas, and operation of any landscaping equipment. Operational GHG emissions would also result from indirect sources, such as off-site generation of electrical power, the energy required to convey water to, and wastewater from the Project, the emissions associated with solid waste generated from the Project, and any fugitive refrigerants from air conditioning or refrigerators.

Specific Plan – Phase I

Construction

The total GHG emissions generated during construction of Phase I are combined and are shown in ***Table 4.8-2: Phase I Construction-Related Greenhouse Gas Emissions***.

Table 4.8-2: Phase I Construction-Related Greenhouse Gas Emissions

Category	$MTCO_2e$
2023 Construction	400
2024 Construction	1,591
2025 Construction	780
Total Construction Emissions	2,771
30-Year Amortized Construction	92
Source: CalEEMod, Version 2022.1.	

As shown in ***Table 4.8-2***, Phase I would result in the generation of approximately 2,771 $MTCO_2e$ over the course of construction. The amortized Project construction emissions would be 92 $MTCO_2e$ per year.

Operations

Operational GHG emissions associated with the Phase I are summarized in ***Table 4.8-3: Phase I - Operational GHG Emissions***. ***Table 4.8-3*** shows that the unmitigated Project would generate approximately 24,271 $MTCO_2e$ per year.

Mitigation measures have been identified in ***Section 4.3: Air Quality*** that would reduce GHG emissions to the maximum extent feasible and are shown in ***Table 4.8-3*** under "mitigated." **MM AQ-2** requires the use of electrical off-road equipment such as forklifts and hostlers/yard trucks that would also reduce GHG

[4] The project lifetime is based on the standard 30-year assumption of the South Coast Air Quality Management District (South Coast Air Quality Management District, *Minutes for the GHG CEQA Significance Threshold Stakeholder Working Group #13,* August 26, 2009).

emissions from combustion engines. **MM AQ-3** requires the implementation of a Transportation Demand Management (TDM) program to reduce single occupant vehicle trips and encourage transit. **MM AQ-4** requires the buildings to be designed to accommodate electric vehicle (EV) infrastructure. **MM AQ-5** prohibits idling when engines are not in use to reduce GHG emissions from trucks.

Table 4.8-3: Phase I - Operational GHG Emissions

Source	$MTCO_2e$ Per Year
Unmitigated	
Area	20
Energy	3,256
Mobile	14,211
Generators	274
Off-Road Equipment[1]	1,825
Solid Waste	311
Water	702
Refrigerants	3,579
Construction-Amortized	92
Total Emissions	**24,271**
Mitigated	
Area	20
Energy	3,256
Mobile	14,211
Generators	274
Off-Road Equipment[2]	342
Solid Waste	311
Water	702
Refrigerants	3,579
Construction-Amortized	92
Total Emissions	**22,787**

Source: CalEEMod, Version 2022.1.
Notes: Totals may not equal 100 percent due to rounding.
[1] Unmitigated off-road equipment includes emissions from diesel powered forklifts and yard trucks/hostlers.
[2] Mitigated off-road equipment includes the energy emissions necessary to power electric forklifts and yard trucks/hostlers as required by mitigation measure AQ- 2

With the implementation of **MM AQ-2** through **AQ-6,** Phase I would generate approximately 22,787 $MTCO_2e$ annually from both construction and operations. It should be noted that emissions of motor vehicles are controlled by State and Federal standards and the Project has no control over these standards.

To ensure that the Project reduces emissions by the maximum amount feasible, **MM GHG-1** would require that the Project incorporate project design features to achieve a minimum score of 100 points on the Screening Tables. As stated in the Community CAP, Projects that achieve a minimum score of 100 points are considered less than significant. At the time of this analysis, the Project is in the design phase, where project design features needed to achieve consistency with the Screening Tables are being considered and implemented. A preliminary set of the screening tables has been completed to show that the Project can feasibly achieve 100 points (refer to ***Appendix B***). The applicant must complete and submit a final set of screening tables showing the achievement of the required 100 points prior to issuance of the building

permit, as required by MM GHG-1. Therefore, with the implementation of **MM AQ-2** through **AQ-6** and **MM GHG-1,** the Project impact is considered less than significant with mitigation.

Specific Plan – Phase II Future Development Areas

Construction

The total GHG emissions generated during construction of Phase II are combined and are shown in ***Table 4.8-4: Phase II Construction-Related Greenhouse Gas Emissions***.

Table 4.8-4: Phase II Construction-Related Greenhouse Gas Emissions

Category	$MTCO_2e$
2025 Construction	594
2026 Construction	1,001
Total Construction Emissions	1,595
30-Year Amortized Construction	53
Source: CalEEMod, Version 2022.1.	

As shown in ***Table 4.8-4***, the Phase II would result in the generation of approximately 1,595 $MTCO_2e$ over the course of construction. The amortized Project construction emissions would be 53 $MTCO_2e$ per year.

Operations

Total GHG emissions associated with the Phase II are summarized in ***Table 4.8-5: Phase II - Operational GHG Emissions***. ***Table 4.8-5*** shows that the unmitigated Project would generate approximately 13,660 $MTCO_2e$ per year.

Mitigation measures have been identified in ***Section 4.3: Air Quality*** that would also reduce GHG emissions to the maximum extent feasible and are shown in ***Table 4.8-5*** under "mitigated." **MM AQ-2** requires the use of electrical off-road equipment such as forklifts and hostlers/yard trucks that would also reduce GHG emissions from combustion engines. **MM AQ-3** requires the implementation of a Transportation Demand Management (TDM) program to reduce single occupant vehicle trips and encourage transit. **MM AQ-4** requires the buildings to be designed to accommodate electric vehicle (EV) infrastructure. **MM AQ-5** prohibits idling when engines are not in use to reduce GHG emissions from trucks and **MM AQ-6** prohibits the installation of wood-burning and natural gas devices.

Table 4.8-5: Phase II - Operational GHG Emissions

Source	$MTCO_2e$ Per Year
Unmitigated	
Area	12
Energy	1,532
Mobile	10,523
Off-Road Equipment[1]	385
Solid Waste	231
Water	197
Refrigerants	727
Construction-Amortized	53
Total Emissions	**13,660**

Source	$MTCO_2e$ Per Year
Mitigated	
Area	12
Energy	1,532
Mobile	10,523
Off-Road Equipment[2]	67
Solid Waste	231
Water	197
Refrigerants	727
Construction-Amortized	53
Total Emissions	**13,342**

Source: CalEEMod, Version 2022.1.
Notes: Totals may not equal 100 percent due to rounding.
[1] Unmitigated off-road equipment includes emissions from diesel powered forklifts and yard trucks/hostlers.
[2] Mitigated off-road equipment includes the energy emissions necessary to power electric forklifts and yard trucks/hostlers as required by mitigation measure AQ- 2

With the implementation of **MM AQ-2** through **AQ-6** Phase II would generate approximately 13,342 $MTCO_2e$ annually from both construction and operations. It should be noted that emissions of motor vehicles are controlled by State and Federal standards and the Project has no control over these standards.

To ensure that the Project reduces emissions by the maximum amount feasible, **MM GHG-1** would require that the Project incorporate project design features to achieve a minimum score of 100 points on the Screening Tables. As stated in the Community CAP, projects that achieve a minimum score of 100 points are considered less than significant. A preliminary set of the screening tables can be found in **Appendix B** for reference. However, at the time of this analysis, the Project is in the design phase, where project design features needed to achieve consistency with the Screening Tables are being considered and implemented. A preliminary set of the screening tables has been completed to show that the Project can feasibly achieve 100 points (refer to ***Appendix B***). The applicant must complete and submit a final set of screening tables showing the achievement of the required 100 points prior to issuance of the building permit, as required by **MM GHG-1**. Therefore, with the implementation of **MM AQ-2** through **MM AQ-6** and **MM GHG-1,** the Project impact is considered less than significant with mitigation.

Project Buildout (Phase I + Phase II)

Construction

The total GHG emissions generated during construction of Phase I and Phase II are combined and are shown in ***Table 4.8-6: Project Buildout - Construction-Related Greenhouse Gas Emissions***.

Table 4.8-6: Project Buildout - Construction-Related Greenhouse Gas Emissions

Category	$MTCO_2e$
2023 Construction	400
2024 Construction	1,591
2025 Construction	1,374
2026 Construction	1,001
Total Construction Emissions	4,366
30-Year Amortized Construction	146
Source: CalEEMod, Version 2022.1.	

As shown in ***Table 4.8-6,*** Project Buildout would result in the generation of approximately 4,366 $MTCO_2e$ over the course of construction. The amortized Project construction emissions would be 146 $MTCO_2e$ per year.

Operations

Total GHG emissions associated with the Project Buildout are summarized in ***Table 4.8-7: Project Buildout Operational GHG Emissions***. ***Table 4.8-7*** shows that the unmitigated Project would generate approximately 37,992 $MTCO_2e$ per year.

Mitigation measures have been identified in ***Section 4.3: Air Quality*** that would also reduce GHG emissions to the maximum extent feasible and are shown in ***Table 4.8-7*** under "mitigated." **MM AQ-2** requires the use of electrical off-road equipment such as forklifts and hostlers/yard trucks that would also reduce GHG emissions from combustion engines. **MM AQ-3** requires the implementation of a Transportation Demand Management (TDM) program to reduce single occupant vehicle trips and encourage transit. **MM AQ-4** requires the buildings to be designed to accommodate electric vehicle (EV) infrastructure. **MM AQ-5** prohibits idling when engines are not in use to reduce GHG emissions from trucks and **MM AQ-6** prohibits the installation of wood-burning and natural gas devices.

Table 4.8-7: Project Buildout Operational GHG Emissions

Source	$MTCO_2e$ Per Year
Unmitigated	
Phase I GHG Emissions	24,271
Phase II GHG Emissions	13,660
Total Emissions	**37,931**
Mitigated	
Phase I GHG Emissions	22,787
Phase II GHG Emissions	13,342
Total Emissions	**36,129**

Source: CalEEMod, Version 2022.1.
Notes: Totals may not equal 100 percent due to rounding.
[1] Unmitigated off-road equipment includes emissions from diesel powered forklifts and yard trucks/hostlers.
[2] Mitigated off-road equipment includes the energy emissions necessary to power electric forklifts and yard trucks/hostlers as required by mitigation measure AQ- 2

With the implementation of **MM AQ-2** through **MM AQ-6** the Project would generate approximately 36,129 $MTCO_2e$ annually from both construction and operations of Phase I and Phase II. It should be noted that emissions of motor vehicles are controlled by State and Federal standards and the Project has no control over these standards.

To ensure that the Project reduces emissions by the maximum amount feasible, MM GHG-1 would require that the Project incorporate project design features to achieve a minimum score of 100 points on the Screening Tables. As stated in the Community CAP, projects that achieve a minimum score of 100 points are considered less than significant. At the time of this analysis, the Project is in the design phase, where project design features needed to achieve consistency with the Screening Tables are being considered and implemented. A preliminary set of the screening tables has been completed to show that the Project can feasibly achieve 100 points (refer to ***Appendix B***). The applicant must complete and submit a final set of screening tables showing the achievement of the required 100 points prior to issuance of the building permit, as required by MM GHG-1. Therefore, with the implementation of **MM AQ-2** through **MM AQ-6** and **MM GHG-1**, the Project impact is considered less than significant with mitigation.

Conclusion

As shown in Table 4.8-7, Project Buildout would generate approximately 36,129 MTCO2e per year with the implementation of operational air quality MM AQ-2 through MM AQ-6. Since the majority of emissions are from mobile sources and neither the Project Applicant nor the City have regulatory authority to control tailpipe emissions, no feasible mitigation measures exist that would reduce the Project's impacts with respect to mobile operational emissions. While the Project has some control over GHG emissions (refer to MM AQ-2 through MM AQ-6), the majority of emissions are beyond the Project's control. MM GHG-1 would require that the Project incorporate project design features to achieve a minimum score of 100 points on the Screening Tables. As stated in the Community CAP, projects that achieve a minimum score of 100 points are considered less than significant. At the time of this analysis, the Project is in the design phase, where project design features needed to achieve consistency with the Screening Tables are being considered and implemented. A preliminary set of the screening tables has been completed to show that the Project can feasibly achieve 100 points (refer to Appendix B). The applicant must complete and submit a final set of screening tables showing the achievement of the required 100 points prior to issuance of the building permit, as required by MM GHG-1. Therefore, even with the implementation of MM AQ-2 through MM AQ-6 and MM GHG-1, this Project impact is less than significant.

The Project would be pursuant to TOP 2050 and would represent a consistent and logical continuation of the existing and planned pattern of development in Ontario, specifically the Ontario Ranch area. The City has long anticipated that this area would transition from dairy/agricultural to urban uses, and the Project Specific Plan is implementing TOP 2050.[5] Pursuant to TOP 2050, implementation of the Project Specific Plan would represent a consistent and logical continuation of the existing and planned pattern of development in Ontario, specifically the Ontario Ranch area. Therefore, although Project emissions are conservatively considered to be significant and unavoidable, emissions have been included in the emissions forecasts for TOP 2050.

[5] City of Ontario. (2022). TOP 2050 Final Supplemental EIR. Section 5.3, Air Quality. Retrieved from: https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf. (accessed April 2023)

Mitigation Measures

Refer to **MM AQ-2** through **AQ-6** in ***Section 4.3: Air Quality***.

MM GHG-1 Project development proposals with building permit applications on file with the City shall implement Screening Table Measures that achieve at least 100 points per the Screening Tables. The City shall verify that Screening Table Measures achieving the 100-point performance standard are incorporated in development plans prior to the issuance of building permit(s) and/or site plans (as applicable). The City shall verify implementation of the selected Screening Table Measures prior to the issuance of Certificate(s) of Occupancy. At the discretion of the City, measures that provide GHG reductions equivalent to GHG emissions reductions achieved via the Screening Table Measures may be implemented. Multiple development proposals may, at the discretion of the City, be allowed to collectively demonstrate achievement of at least 100 points per the Screening Tables.

Impact 4.8-2: ***Would the Project conflict with an applicable plan, policy, or regulation of an agency adopted for the purpose of reducing GHG emissions?***

Level of Significance: Significant and Unavoidable Impact

Project Buildout (Phase I + Phase II)

City of Ontario Community Climate Action Plan

The primary purpose of the City's Community CAP is to design a feasible strategy to reduce GHG emissions generated by community activities that is consistent with statewide Scoping Plan GHG reduction efforts. The City has identified a series of reduction measures to be implemented by the City. These reduction measures include programs that improve building energy efficiency, increase use of public and active transit, and decrease VMT, increase use of alternative-fueled vehicles, increase use of renewable energy, reduce water consumption, and reduce waste.

Table 4.8-8: Community CAP Consistency evaluates the consistency of the proposed Project to the applicable measures of the Community CAP. As discussed in the table, the proposed Project would be consistent with all applicable measures. By using energy more efficiently, harnessing renewable energy to power buildings, recycling waste, and enhancing access to sustainable transportation modes, the City can keep dollars in local economy, create new green jobs, and improve community quality of life. As shown in ***Table 4.8-8***, the Project would not conflict with the goals of the Community CAP.

Table 4.8-8: Community CAP Consistency

CAP Measure Name	Measure Description	Consistency	
Energy			
Energy – Strategy 1	**Building electrification.** Promote and incentivize the phase-out of gas appliances in new and existing homes and businesses throughout the community to advance GHG reductions, increase energy efficiency, and protect public safety and environmental health.	Consistent	This measure is to be taken at the City level.
Energy – Strategy 2	**Onsite solar energy for existing residential development.** Continue to support and facilitate installation of rooftop solar photovoltaic and onsite solar energy systems in existing residential development.	N/A	This measure only applies to existing residential development.
Energy – Strategy 3	**Onsite Solar Energy Systems for Nonresidential Development:** Ensure new large non-residential development, including City facilities, includes onsite renewable energy to support the site's energy needs by requiring solar photovoltaic panels or other appropriate onsite renewable energy generation systems for the following types of projects: • New commercial and office buildings, or existing commercial and office building expansions greater or equal to 45,000 square feet in size. • New industrial or existing industrial buildings expansions greater or equal to 100,000 square feet in size.	Consistent	The proposed Project would promote renewable energy sources including passive solar collection, subject to the City of Ontario policies and development regulations, within the Business Park and Mixed-Use Districts. The residential buildings on-site would be prewired for the future installation of solar collection improvements.
Energy – Strategy 4	**Green roofs.** Promote and incentivize residents and business owners to install green roofs to conserve energy and reduce surface water runoff.	N/A	This measure is to be taken at the City level.
Energy – Strategy 5	**Urban Cooling:** Maintain and expand the City's existing tree canopy, with a goal of planting 500 trees annually through 2050 and promote the use of pervious concrete and cool pavement for pavement projects.	Consistent	The Proposed project would include provisions for planting street parkway and median trees and would provide landscape installation, including trees, within all neighborhood edges. The project would also incorporate pervious surfaces and shade trees in surface parking lots consistent with Policy CD-2.10 of TOP 2050.
Energy – Strategy 6	**Energy efficiency retrofits for low-income households.** Promote and incentivize voluntary energy efficiency retrofits of homes to reduce natural gas and electricity usage, with the goal of retrofitting 9,000 low-income homes by 2050. Partner with community services agencies to fund energy efficiency projects, including heating, ventilation, air conditioning, indoor lighting, water heating equipment, insulation, and weatherization for low-income residents.	N/A	This measure is not applicable to the proposed Project.

CAP Measure Name	Measure Description	Consistency	
Energy – Strategy 7	**Energy efficiency retrofits.** Promote and incentivize voluntary energy efficiency retrofits to reduce in natural gas and electricity usage. Partner with regional agencies to expand access to existing energy efficiency and conservation opportunities, incentives, and technical assistance for residents and businesses.	Consistent	The Project would include tolerant landscaping, skylights in warehouse areas, high performance dual glazing in office storefronts, and LED products for energy efficient site lighting.
Energy – Strategy 8	**Smart Growth and Infill.** Encourage revitalization of neighborhoods through higher-density, mixed-use, infill development and creative reuse of underutilized sites within the urban core.	N/A	This measure is not applicable to the proposed Project.
Transportation			
Transportation – Strategy 9	**Transit-Oriented Development:** Encourage development of compact, mixed-use, and transit-oriented development to improve the regional jobs-housing balance, especially on corridors served by high-ridership transit and bus rapid transit, such as Holt Avenue.	Consistent	The proposed Project would provide a mixed-use development along a high-volume corridor, Euclid Avenue. Transit turnouts would be constructed within the Specific Plan Area.
Transportation – Strategy 10	**Increase Transportation Ridership.** Ensure a reliable and responsive transit system with dedicated and secure funding and resources to support increased ridership.	N/A	This measure is to be taken at a City level.
Transportation – Strategy 11	**Traffic signal synchronization and roadway management.** Implement traffic and roadway management strategies to improve mobility and efficiency and reduce associated emissions.	N/A	This measure is to be taken at the City level.
Transportation – Strategy 12	**Community vehicle electrification.** Promote and incentivize the adoption of electric vehicles (EV) citywide, including light-duty and heavy-duty vehicles, for municipal, commercial, and residential uses.	N/A	This measure is to be taken at the City level.
Transportation – Strategy 13	**Active Transportation Networks:** Work with transit agencies, school districts, and employers to facilitate an interconnected transportation system that allows a shift in travel from private passenger vehicles to alternative modes, including public transit, ride sharing, car sharing, bicycling, and walking.	Consistent	The proposed Project would provide multipurpose trails along Euclid and Schaefer Avenues and public accessible sidewalks along Euclid, Schaefer, Sultana, and Edison Avenues. Transit turnouts would be constructed within the Specific Plan Area.
Transportation – Strategy 14	**Vehicle Idling:** Limit idling of heavy-duty trucks. Support the SCAMQD and CARB anti-idling requirements and provide signage in key areas where idling that is not consistent with SCAMQD or CARB requirements might occur.	Consistent	Per **MM AQ-5**, all truck access gates and loading docks within the Project site shall have a sign posted that states that truck drivers shall turn off engines when not in use or after five minutes of continuous idling operation pursuant to Title 13 of the California Code of Regulations Section 2485.
Transportation – Strategy 15	**Parking policy and event parking.** Adopt a comprehensive parking policy that encourages carpooling and the use of alternative transportation, including providing parking	N/A	This measure is to be taken at a City level.

CAP Measure Name	Measure Description	Consistency	
	spaces for car-share vehicles at convenient locations with access to public transportation.		
Off-road Equipment			
Off-Road Equipment – Strategy 16	**Electrification of construction and landscaping equipment.** Promote and incentivize the transition to electric construction and landscaping equipment.	Consistent	This measure is to be taken at the City level.
Off-Road Equipment – Strategy 17	**Idling Ordinance for Construction Equipment:** Limit idling of heavy-duty off-road construction equipment to reduce air pollution and GHG emissions from construction activity.	Consistent:	Construction would be required to comply with California Code of Regulations Section 2485 and 2499 which would limit the idling of heavy-duty construction equipment to no more than five minutes.
Waste			
Waste - Strategy 18	**Methane capture at landfills.** Support efforts to reduce methane emissions from regional landfills.	N/A	This measure is not applicable to the proposed Project.
Waste - Strategy 19	**Waste Diversion:** Exceed waste diversion goals recommended by AB 939 and CALGreen by adopting a citywide diversion target of at least 75 percent of waste.	Consistent:	The proposed Project would be subject to all applicable local, State, and federal waste diversion requirement.
Waste – Strategy 20	**Construction and Demolition Waste Recovery Ordinance:** Increase the amount of waste recycled during construction and demolition of buildings.	Consistent:	The proposed Project is anticipated to recycle and reuse leftover or unused building materials.
Water			
Water – Strategy 21	**Indoor water efficiency.** Encourage water-efficient retrofits of new and existing buildings by working with water providers and regional agencies.	Consistent	Coordination with water providers and regional agencies would be taken at the City level. However, the Project plans to connect to the recycled water system for indoor use.
Water – Strategy 22	**Water Efficient Landscapes and Water Recycling:** Promote drought-tolerant and fire-wise landscaping. Encourage increased use of reclaimed water for landscape irrigation, agricultural, and industrial use.	Consistent	The proposed Project plans to incorporate native drought tolerant landscaping and would use recycled water to irrigate landscape areas as required by the City of Ontario Recycled Water Master Plan.
Water – Strategy 23	**Water system and wastewater operations efficiency.** Maximize efficiency at drinking water treatment, pumping, and distribution facilities, including development of off-peak demand schedules for heavy commercial and industrial users.	N/A	This measure is not applicable to the proposed Project.
Water – Strategy 24	**Methane capture for wastewater treatment.** Work with Inland Empire Utilities Agency (IEUA), the local wastewater treatment provider, to increase methane capture rate.	N/A	This measure is not applicable to the proposed Project.
Other			
Strategy 25	**Methane capture for dairy operations.** Encourage and incentivize local dairy operations	N/A	This measure is not applicable to the proposed Project.

CAP Measure Name	Measure Description	Consistency	
	to reduce methane emissions through methane capture technology.		
Strategy 26	**Climate change awareness and education.** Promote climate change awareness and GHG reduction community-wide through a variety of mechanisms, including through support of climate change education in schools or community colleges.	N/A	This measure is to be taken at the City level
Strategy 27	**Carbon sequestration.** Establish a citywide carbon sequestration project and sequestration goal of 5,000 MT CO2 per year.	N/A	This measure is to be taken at the City level
Strategy 28	**Green jobs.** Support green job training and opportunities to create sustainable, living wage, quality employment opportunities.	N/A	This measure is to be taken at the City level
Source: City of Ontario, 2022. *Community Climate Action Plan*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/Applications/Community%20Climate%20Action%20Plan%20-%20Appendix%20B.pdf. (accessed April 2023).			

The CAP establishes a city points system that assigns values for each GHG emissions mitigation design element or operational program feature incorporated into a given development project. The CAP Screening Tables point values correspond to the minimum GHG emissions reduction expected from each feature. Projects with features that yield at least 100 Screening Table points are considered consistent with the reduction quantities anticipated in the City's CAP. Such projects would be determined to have a less than significant individual and cumulative GHG emissions impact. ***Table 4.8-9: GHG Reduction Measures Screening Table for Industrial Development*** identifies potential design features and their associated scores. The Project Applicant may work with the City to determine point values for additional design features with the goal of achieving a minimum of 100 points. Since the Project contains both residential and industrial/commercial developments, both the residential and industrial/commercial screening tables must be filled out. A proportion of the points identical to the proportion of the multiple uses would be used to determine the total number of points for the development. For the Project, approximately 90 percent of the total area is industrial/commercial and approximately 10 percent is residential. Therefore, a 0.9 multiplier would be used for the industrial/commercial screening table points and a 0.1 multiplier would be used for the residential screening table. ***Table 4.8-9*** shows that the proposed Project has the potential to achieve 100 points on the CAP's screening tables.

Table 4.8-9: GHG Reduction Measures Screening Table for Ontario Development

Feature	Description	Assigned Point Value
Residential		
Insulation	2008 Baseline (walls: R-13; roof/attic: R-30)	0
	Modestly Enhanced Insulation (walls: R-13; roof/attic: R-38)	15
	Enhanced Insulation (rigid wall insulation: R-13; roof/attic: R-38)	18
	Greatly Enhanced Insulation (spray foam wall insulated walls R-15 or higher) roof/attic R-38 or higher)	20

Feature	Description	Assigned Point Value
Windows	2008 Baseline Windows (0.57 U-factor, 0.4 solar heat gain coefficient (SHGC)	0
	Modestly Enhanced Window Insulation {0.4 U-Factor, 0.32 SHGC)	7
	Enhanced Window Insulation {0.32 U-Factor, 0.25 SHGC)	8
	Greatly Enhanced Window Insulation {0.28 or less U-Factor, 0.22 or less SHGC)	12
Cool Roof	Modest Cool Roof (CRRC Rated 0.15 aged solar reflectance, 0.75 thermal emittance)	12
	Enhanced Cool Roof (CRRC Rated 0.2 aged solar reflectance, 0.75 thermal emittance)	14
	Greatly Enhanced Cool Roof (CRRC Rated 0.35 aged solar reflectance, 0.75 thermal emittance)	16
Air Infiltration	Air barrier applied to exterior walls, calking, and visual inspection such as the HERS Verified Quality Insulation Installation (Q11 or equivalent)	12
	Blower Door HERS Verified Envelope Leakage or equivalent	10
Thermal Storage of Building	Modest Thermal Mass (10% of floor or 10% of walls: 12" or more thick exposed concrete or masonry. No permanently installed floor covering such as carpet, linoleum, wood or other insulating materials)	4
	Enhanced Thermal Mass (20% of floor or 20% of walls: 12" or more thick exposed concrete or masonry. No permanently installed floor covering such as carpet, linoleum, wood or other insulating materials)	6
	Enhanced Thermal Mass (80% of floor or 80% of walls: 12" or more thick exposed concrete or masonry. No permanently installed floor covering such as carpet, linoleum, wood or other insulating materials)	24
Indoor Space Efficiencies		
Heating/Cooling Distribution System	Minimum Duct Insulation (R-4.2 required)	0
	Modest Duct insulation (R-6)	8
	Enhanced Duct Insulation (R-8)	10
Space Heating/ Cooling Equipment	2008 Minimum HVAC Efficiency (SEER 13/60% AFUE or 7.7 HSPF}	0
	Improved Efficiency HVAC (SEER 14/65% AFUE or 8 HSPF)	7
	High Efficiency HVAC (SEER 15/72% AFUE or 8.5 HSPF)	8
	Very High Efficiency HVAC (SEER 16/80% AFUE or 9 HSPF)	12
Water Heaters	2008 Minimum Efficiency (0.57 Energy Factor)	0
	Improved Efficiency Water Heater (0.675 Energy Factor)	14
	High Efficiency Water Heater (0.72 Energy Factor)	16
	Very High Efficiency Water Heater (0.92 Energy factor)	19
	Solar Pre-heat System (0.2 Net Solar Fraction)	4
	Enhanced Solar Pre-heat System (0.35 Net Solar Fraction)	8

Feature	Description	Assigned Point Value
Daylighting	All peripheral rooms within the living space have at least one window (required)	1
	All rooms within the living space have daylight (through use of windows, solar tubes, skylights, etc.)	5
	All rooms daylighted	7
Artificial Lighting	2008 Minimum (required)	0
	Efficient lights (25% of In-unit fixtures considered high efficacy. High efficacy is defined as 40 lumens/watt for 15 watt or less fixtures: SO lumens/watt for15 to 40-watt fixtures, 60 lumens/watt for fixtures >40watt)	9
	High Efficiency lights (50% of in-unit fixtures are high efficacy)	12
	Very High Efficiency Lights (100% of in-unit fixtures are high efficacy)	14
Appliances	Energy Star Commercial Refrigerator (new)	4
	Energy Star Commercial Dish Washer (new)	4
	Energy Star Commercial Cloths Washing	4
Building Placement	North/South alignment of building or other building placement such that the orientation of the buildings optimizes natural heating, cooling, and lighting.	5
Energy Star Homes	EPA Energy Star for Homes (version 3 or above)	25
Irrigation and Landscaping		
Water Efficient Landscaping	Eliminate conventional turf from landscaping	0
	Only moderate water using	3
	Only low water using plants	4
	Only California Native landscape that requires no, or only supplemental, irrigation	8
Water Efficient Irrigation Systems	Low precipitation spray heads <. 75"/hour, or drip irrigation	1
	Weather based Irrigation control systems combined with drip irrigation (demonstrate 20% reduced water use)	5
Recycled Water	Recycled connections (purple pipe) to irrigation system on-site	5
Potable Water		
Showers	Water Efficient Showerheads (2.0 gpm)	3
Toilets	Water Efficient Toilets (1.5 gpm)	3
Faucets	Water Efficient faucets (1.28 gpm)	3
Commercial Dishwashers	Water Efficient Dishwasher (6 gallons per cycle or less)	1
Commercial Laundry Washers	Water Efficient Washing Machine (Water factor < 5.5)	1
Bicycle Master Plan		
Bicycle	Provide bicycle path linkages between residential and other land uses.	2

Feature	Description	Assigned Point Value
Infrastructure	Provide bicycle path linkages between residential and transit.	5
Industrial		
Insulation	2008 Baseline (walls: R-13; roof/attic: R-30)	0
	Modestly Enhanced Insulation (walls: R-13; roof/attic: R-38)	15
	Enhanced Insulation (rigid wall insulation: R-13; roof/attic: R-38)	18
	Greatly Enhanced Insulation (spray foam wall insulated walls R-15 or higher) roof/attic R-38 or higher)	20
Windows	2008 Baseline Windows (0.57 U-factor, 0.4 solar heat gain coefficient (SHGC)	0
	Modestly Enhanced Window Insulation {0.4 U-Factor, 0.32 SHGC)	7
	Enhanced Window Insulation {0.32 U-Factor, 0.25 SHGC)	8
	Greatly Enhanced Window Insulation {0.28 or less U-Factor, 0.22 or less SHGC)	12
Cool Roof	Modest Cool Roof (CRRC Rated 0.15 aged solar reflectance, 0.75 thermal emittance)	12
	Enhanced Cool Roof (CRRC Rated 0.2 aged solar reflectance, 0.75 thermal emittance)	14
	Greatly Enhanced Cool Roof (CRRC Rated 0.35 aged solar reflectance, 0.75 thermal emittance)	16
Air Infiltration	Air barrier applied to exterior walls, calking, and visual inspection such as the HERS Verified Quality Insulation Installation (Q11 or equivalent)	12
	Blower Door HERS Verified Envelope Leakage or equivalent	10
Thermal Storage of Building	Modest Thermal Mass (10% of floor or 10% of walls: 12" or more thick exposed concrete or masonry. No permanently installed floor covering such as carpet, linoleum, wood or other insulating materials)	4
	Enhanced Thermal Mass (20% of floor or 20% of walls: 12" or more thick exposed concrete or masonry. No permanently installed floor covering such as carpet, linoleum, wood or other insulating materials)	6
	Enhanced Thermal Mass (80% of floor or 80% of walls: 12" or more thick exposed concrete or masonry. No permanently installed floor covering such as carpet, linoleum, wood or other insulating materials)	24
Indoor Space Efficiencies		
Heating/Cooling Distribution System	Minimum Duct Insulation (R-4.2 required)	0
	Modest Duct insulation (R-6)	8
	Enhanced Duct Insulation (R-8)	10
Space Heating/ Cooling Equipment	2008 Minimum HVAC Efficiency (SEER 13/60% AFUE or 7.7 HSPF}	0
	Improved Efficiency HVAC (SEER 14/65% AFUE or 8 HSPF)	7
	High Efficiency HVAC (SEER 15/72% AFUE or 8.5 HSPF)	8
	Very High Efficiency HVAC (SEER 16/80% AFUE or 9 HSPF)	12

Feature	Description	Assigned Point Value
Water Heaters	2008 Minimum Efficiency (0.57 Energy Factor)	0
	Improved Efficiency Water Heater (0.675 Energy Factor)	14
	High Efficiency Water Heater (0.72 Energy Factor)	16
	Very High Efficiency Water Heater (0.92 Energy factor)	19
	Solar Pre-heat System (0.2 Net Solar Fraction)	4
	Enhanced Solar Pre-heat System (0.35 Net Solar Fraction)	8
Daylighting	All peripheral rooms within the living space have at least one window (required)	1
	All rooms within the living space have daylight (through use of windows, solar tubes, skylights, etc.)	5
	All rooms daylighted	7
Artificial Lighting	2008 Minimum (required)	0
	Efficient lights (25% of In-unit fixtures considered high efficacy. High efficacy is defined as 40 lumens/watt for 15 watt or less fixtures: SO lumens/watt for15 to 40-watt fixtures, 60 lumens/watt for fixtures >40watt)	9
	High Efficiency lights (50% of in-unit fixtures are high efficacy)	12
	Very High Efficiency Lights (100% of in-unit fixtures are high efficacy)	14
Appliances	Energy Star Commercial Refrigerator (new)	4
	Energy Star Commercial Dish Washer (new)	4
	Energy Star Commercial Cloths Washing	4
Irrigation and Landscaping		
Water Efficient Landscaping	Eliminate conventional turf from landscaping	0
	Only moderate water using	3
	Only low water using plants	4
	Only California Native landscape that requires no, or only supplemental, irrigation	8
Water Efficient Irrigation Systems	Low precipitation spray heads <. 75"/hour, or drip irrigation	1
	Weather based Irrigation control systems combined with drip irrigation (demonstrate 20% reduced water use)	5
Recycled Water	Recycled connections (purple pipe) to irrigation system on-site	5
Potable Water		
Showers	Water Efficient Showerheads (2.0 gpm)	3
Toilets	Water Efficient Toilets (1.5 gpm)	3
Faucets	Water Efficient faucets (1.28 gpm)	3
Commercial Dishwashers	Water Efficient Dishwasher (6 gallons per cycle or less)	1

Feature	Description	Assigned Point Value
Commercial Laundry Washers	Water Efficient Washing Machine (Water factor < 5.5)	1
Source: City of Ontario 2018. *Greenhouse Gas Reduction Measures Screening Threshold Table Directions.* https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/Applications/Greenhouse%20Gas%20-%20Threshold%20%26%20Screening%20Tables.pdf. (accessed April 2023).		

The Project would have the opportunity to receive more points for additional measures including renewable energy installments, EV recharging stations, and land use-based trips and VMT reductions. As noted above, a preliminary set of the screening tables has been completed to show that the Project can feasibly achieve 100 points (refer to ***Appendix B***). The applicant must complete and submit a final set of screening tables showing the achievement of the required 100 points prior to issuance of the building permit, as required by MM GHG-1. This measure would ensure that future Project development is consistent with the City's Community CAP and would reduce impacts to less than significant.

SCAG Regional Transportation Plan/Sustainable Communities Strategy Consistency

On September 3, 2020, SCAG's Regional Council adopted Connect SoCal (2020 - 2045 Regional Transportation Plan/Sustainable Communities Strategy [RTP/SCS]). The RTP/SCS is a long-range visioning plan that balances future mobility and housing needs with economic, environmental, and public health goals. SCAG's RTP/SCS establishes GHG emissions goals for automobiles and light-duty trucks for 2020 and 2035 as well as an overall GHG target for the Project region consistent with both the target date of AB 32 and the post-2020 GHG reduction goals of Executive Orders 5-03-05 and B-30-15.

The 2020-2045 RTP/SCS contains over 4,000 transportation projects, ranging from highway improvements, railroad grade separations, bicycle lanes, new transit hubs and replacement bridges. These future investments were included in county plans developed by the six county transportation commissions and seek to reduce traffic bottlenecks, improve the efficiency of the region's network, and expand mobility choices for everyone. The 2020-2045 RTP/SCS is an important planning document for the region, allowing project sponsors to qualify for federal funding.

The plan accounts for operations and maintenance costs to ensure reliability, longevity, and cost effectiveness. The 2020-2045 RTP/SCS is also supported by a combination of transportation and land use strategies that help the region achieve State GHG emissions reduction goals and FCAA requirements, preserve open space areas, improve public health and roadway safety, support our vital goods movement industry, and utilize resources more efficiently. GHG emissions resulting from development-related mobile sources are the most potent source of emissions, and therefore Project comparison to the 2020-2045 RTP/SCS is an appropriate indicator of whether the Project would inhibit the post-2020 GHG reduction goals promulgated by the state. The Project's consistency with the 2020-2045 RTP/SCS goals is analyzed in detail in ***Table 4.8-10: 2020-2045 RTP/SCS Consistency***.

Table 4.8-10: 2020-2045 RTP/SCS Consistency

SCAG Goals		Consistency	
GOAL 1:	Encourage regional economic prosperity and global competitiveness.	N/A:	This is not a project-specific policy and is therefore not applicable. However, the Project will include industrial development which would contribute to regional economic prosperity.
GOAL 2:	Improve mobility, accessibility, reliability, and travel safety for people and goods.	Consistent:	Although this Project is not a transportation improvement project, the Project is located near the Chino Airport and existing transit routes on State Route (SR) 60, SR 71, and SR 83, and Interstate (I)-10 and I-15.
GOAL 3:	Enhance the preservation, security, and resilience of the regional transportation system.	N/A:	The Project is not a transportation improvement project and is therefore not applicable.
GOAL 4:	Increase person and goods movement and travel choices within the transportation system.	N/A:	The Project is not a transportation improvement project and is therefore not applicable. However, the Project includes warehouse use that would support goods movement.
GOAL 5:	Reduce greenhouse gas emissions and improve air quality.	Consistent:	The Project is located in proximity to existing truck routes and freeways. Location of the Project within a developed area would reduce trip lengths, which would reduce GHG and air quality emissions.
GOAL 6:	Support healthy and equitable communities	Consistent:	Although the Project exceeds regional thresholds for NO_X, the Project does not exceed localized thresholds. Based on the Friant Ranch decision, projects that do not exceed the SCAQMD's LSTs would not violate any air quality standards or contribute substantially to an existing or projected air quality violation and result in no criteria pollutant health impacts.
GOAL 7:	Adapt to a changing climate and support an integrated regional development pattern and transportation network.	N/A:	This is not a project-specific policy and is therefore not applicable.
GOAL 8:	Leverage new transportation technologies and data-driven solutions that result in more efficient travel.	N/A:	This is not a project-specific policy and is therefore not applicable.
GOAL 9:	Encourage development of diverse housing types in areas that are supported by multiple transportation options.	N/A:	The Project involves development of warehouse use and includes housing. The project site is located near to bus stops located at the intersections of Euclid Avenue and Edison Avenue, and Euclid Avenue and Schaefer Avenue
GOAL 10:	Promote conservation of natural and agricultural lands and restoration of habitats.	Consistent:	Although the Project would remove Prime Farmland, this development is consistent with the City's TOP EIR and Agricultural Overlay District, which is an interim overlay while this area transitions to urban development.

Source: Southern California Association of Governments. 2020. *Regional Transportation Plan/Sustainable Communities Strategy*. https://scag.ca.gov/sites/main/files/file-attachments/0903fconnectsocal-plan_0.pdf?1606001176. (accessed April 2023).

As shown in ***Table 4.8-10***, the Project would be consistent with all applicable stated goals of the 2020-2045 RTP/SCS. Implementation of the Project would not result in any significant impacts or interfere with SCAG's ability to achieve the region's post-2020 mobile source GHG reduction targets.

Consistency with the CARB Scoping Plan

The 2022 Scoping Plan sets a path to achieve targets for carbon neutrality and reduce anthropogenic GHG emissions by 85 percent below 1990 levels by 2045 in accordance with AB 1279. The transportation, electricity, and industrial sectors are the largest GHG contributors in the State. The 2022 Scoping Plan plans to achieve the AB 1279 targets primarily through zero-emission transportation (e.g., electrifying cars, buses, trains, and trucks). Additional GHG reductions are achieved through decarbonizing the electricity and industrial sectors.

Statewide strategies to reduce GHG emissions in the latest 2022 Scoping Plan include implementing SB 100, which would achieve 100 percent clean electricity by 2045; achieving 100 percent zero emission vehicle sales in 2035 through Advanced Clean Cars II; and implementing the Advanced Clean Fleets regulation to deploy zero-electric vehicle buses and trucks. Additional transportation policies include the Off-Road Zero-Emission Targeted Manufacturer rule, Clean Off-Road Fleet Recognition Program, In-use Off-Road Diesel-Fueled Fleets Regulation, Off-Road Zero-Emission Targeted Manufacturer rule, Clean Off-Road Fleet Recognition Program, and Amendments to the In-use Off-Road Diesel-Fueled Fleets Regulation. The 2022 Scoping Plan would continue to implement SB 375. GHGs would be further reduced through the Cap-and-Trade Program carbon pricing and SB 905. SB 905 requires CARB to create the Carbon Capture, Removal, Utilization, and Storage Program to evaluate, demonstrate, and regulate carbon dioxide removal projects and technology.

As shown previously, a majority of the Project's GHG emissions are from energy and mobile sources which would be further reduced by the 2022 Scoping Plan measures described above. It should be noted that the City has no control over vehicle emissions. However, these emissions would decline in the future due to statewide measures discussed above, as well as cleaner technology and fleet turnover. Several of the State's plans and policies would contribute to a reduction in mobile source emissions from the Project. These include the following:

- **CARB's Advanced Clean Truck Regulation**: Adopted in June 2020, CARB's Advanced Clean Truck Regulation requires truck manufacturers to transition from diesel trucks and vans to electric zero-emission trucks beginning in 2024. By 2045, every new truck sold in California is required to be zero-emission. The Advanced Clean Truck Regulation accelerates the transition of zero-emission medium-and heavy-duty vehicles from Class 2b to Class 8.
- **Executive Order N-79-20**: Executive Order N-79-20 establishes the goal for all new passenger cars and trucks, as well as all drayage/cargo trucks and off-road vehicles and equipment, sold in California, will be zero-emission by 2035 and all medium and heavy-duty vehicles will be zero-emission by 2045. It also directs CARB to develop and propose rulemaking for passenger vehicles and trucks, medium-and heavy-duty fleets where feasible, drayage trucks, and off-road vehicles and equipment "requiring increasing volumes" of new ZEVs "towards the target of 100 percent."

- **CARB's Mobile Source Strategy**: CARB's Mobile Source Strategy takes an integrated planning approach to identify the level of transition to cleaner mobile source technologies needed to achieve all of California's targets by increasing the adoption of ZEV buses and trucks.
- **CARB's Sustainable Freight Action Plan**: The Sustainable Freight Action Plan which improves freight system efficiency, utilizes near-zero emissions technology, and deployment of ZEV trucks. This Plan applies to all trucks accessing the project site and may include existing trucks or new trucks that are part of the statewide goods movement sector.
- **CARB's Emissions Reduction Plan for Ports and Goods Movement**: CARB's Emissions Reduction Plan for Ports and Goods Movement identifies measures to improve goods movement efficiencies such as advanced combustion strategies, friction reduction, waste heat recovery, and electrification of accessories.

While these measures are not directly applicable to the Project, any commercial activity associated with goods movement would be required to comply with these measures as adopted. The Project would not obstruct or interfere with efforts to increase ZEVs or State efforts to improve system efficiency. Compliance with applicable State standards (e.g., continuation of the Cap-and-Trade regulation; CARB's Mobile Source Strategy, Sustainable Freight Action Plan, and Advanced Clean Truck Regulation; Executive Order N-79-20; SB 100/renewable electricity portfolio improvements that require 60 percent renewable electricity by 2030 and 100 percent renewable by 2045, etc.) would ensure consistency with State and regional GHG reduction planning efforts, including the 2022 Scoping Plan. It should also be noted that the Project would convert Natural and Working Lands (NWL). However, as mentioned previously, the Project is consistent with the City's TOP EIR and Agricultural Overlay District, which is an interim overlay while this area transitions to urban development.

The Project does not conflict with the applicable plans that are discussed above, would not conflict with statewide measures to obtain carbon neutrality by the year 2045, and therefore with respect to this particular threshold, the Project does not have a significant impact.

The state's electricity grid is transitioning to renewable energy under California's RPS Program. Renewable sources of electricity include wind, small hydropower, solar, geothermal, biomass, and biogas. The statewide RPS requirements do not directly apply to individual development projects, but to utilities and energy providers such as SCE, whose compliance with RPS requirements would contribute to the State of California objective of transitioning to renewable energy. SCE's *Pathway 2045* concludes that reaching California's 2045 GHG goals requires the decarbonization of electricity, electrification of transportation, electrification of buildings, and utilization of low carbon fuels.[6] Achieving 100 percent renewable energy would be feasible with continued technical advances including the following:[7]

- Better weather forecasting technology is making it much easier for grid operators to precisely how much wind or solar generation we can depend on at any given time.

[6] Southern California Edison. 2023. *Carbon Neutrality by 2045*. https://www.edison.com/our-perspective/pathway-2045. (accessed April 2023).
[7] SB 100. ND. 100% Clean Energy FAQs. https://focus.senate.ca.gov/sb100/faqs. (accessed April 2023).

- The cost of zero-carbon generation sources like wind and solar have dramatically decreased in the past decade and continue to decline.
- The cost of energy storage technologies, which will help us be able to use renewables when the wind isn't blowing and the sun isn't shining, also continues to decline.
- New advancements in the ability of large and small electricity users to shift usage towards times when electricity is cheaper and when the supply of renewables is most abundant are helping to make the grid more flexible and able to accommodate very high levels of renewable energy.
- Grid operators around the western United States are coordinating to gain access to larger markets for renewables and other carbon-free flexible grid resources.
- Targeting energy efficiency during times of the day when renewables are less abundant (after the sun sets) will also help the grid operate more efficiently.

As discussed herein, the Project would comply with the Building Energy Efficiency Standards, the CALGreen Code, and energy efficiency measures implemented by the City CAP. Consistent with the CAP, the buildings developed under the Project would have rooftops that can support solar panels (i.e., solar-ready) which will comply with solar ready requirements of the Building Energy Efficiency Standards, which would enable future tenants to install a PV system. Therefore, implementation of the Project would support the statewide goal of decarbonization by 2045.

Conclusion

As seen in ***Table 4.8-9*** *and* ***Table 4.8-10*** and above, the Project would be consistent with applicable plan goals. In addition, the Project would include several sustainable design features as required by **MM GHG-1** that would help reduce GHG emissions.

Regarding goals for 2050 under Executive Order S-3-05, at this time it is not possible to quantify the emissions savings from future regulatory measures, as they have not yet been developed; nevertheless, it can be anticipated that operation of the proposed Project would benefit from the implementation of current and potential future regulations (e.g., improvements in vehicle emissions, SB 100/renewable electricity portfolio improvements, etc.) enacted to meet an 80 percent reduction below 1990 levels by 2050.

The majority of the GHG reductions from the Scoping Plan would result from continuation of the Cap-and-Trade regulation. AB 398 extends the State's Cap-and-Trade program through 2030 and the Scoping Plan provide a comprehensive plan for the state to achieve its GHG targets through a variety of regulations enacted at the State level. Additional reductions are achieved from electricity sector standards (i.e., utility providers to supply 60 percent renewable electricity by 2030 and 100 percent renewable by 2045), doubling the energy efficiency savings at end uses, additional reductions from the LCFS, implementing the short-lived GHG strategy (e.g., hydrofluorocarbons), and implementing the Mobile Source Strategy and Sustainable Freight Action Plan.

The Project would not obstruct or interfere with efforts to increase ZEVs or state efforts to improve system efficiency. As discussed above and *in* ***Section 4.3: Air Quality,*** of the Draft EIR, **MM AQ-2** through

MM AQ-6 would reduce mobile source emissions and would support the State's transition to ZEVs. The Project would also benefit from implementation of the State programs for ZEVs and goods movement efficiencies that reduce future GHG emissions from trucks.

The CAP establishes a city points system that assigns values for each GHG emissions mitigation design element or operational program feature incorporated into a given development project. The CAP Screening Tables point values correspond to the minimum GHG emissions reduction expected from each feature. Projects with features that yield at least 100 Screening Table points are considered consistent with the reduction quantities anticipated in the City's CAP. Such projects would be determined to have a less than significant individual and cumulative GHG emissions impact. As discussed above, both Phase I and Phase II of the Project can feasibly achieve 100 points individually, based on the completion of preliminary Screening Tables (see ***Appendix B***). Achieving 100 points ensures that the Project would not impede California's statewide GHG reduction goals for 2030 and 2050. Therefore, impacts would be less than significant with implementation of mitigation.

Mitigation Measures

Refer to **MM AQ-2** through **MM AQ-6** in ***Section 4.3: Air Quality*** and **MM GHG-1** (refer to Impact Threshold 4.8-1).

4.8.7 Cumulative Impacts

Project-related GHG emissions are not confined to a particular air basin but are dispersed worldwide. Therefore, impacts under Impact Threshold 4.8-1 are not Project-specific impacts, but the proposed Project's contribution to cumulative GHG impact. As discussed previously, incorporation of mitigation would minimize emissions and both Phase I and Phase II of the Project can achieve 100 points on the CAP Screening Tables. Projects with features that yield at least 100 Screening Table points are considered consistent with the reduction quantities anticipated in the City's CAP. Such projects would be determined to have a less than significant individual and cumulative GHG emissions impact. Additionally, the Project would be pursuant to TOP 2050 and would represent a consistent and logical continuation of the existing and planned pattern of development in Ontario, specifically the Ontario Ranch area. The City has long anticipated that this area would transition from dairy/agricultural to urban uses, and the Project Specific Plan is implementing TOP 2050.[8] Therefore, Project-related GHG emissions and their contribution to global climate change would not be cumulatively considerable, and GHG emissions impacts would be less than significant. Pursuant to TOP 2050, implementation of the Project Specific Plan would represent a consistent and logical continuation of the existing and planned pattern of development in Ontario, specifically the Ontario Ranch area. The City has long anticipated that this area would transition from dairy/agricultural to urban uses, and the Project Specific Plan is implementing TOP 2050.

[8] City of Ontario. 2022. *TOP 2050 Final Supplemental EIR. Section 5.8, Greenhouse Gas Emissions*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf. (accessed April 2023).

4.8.8 Significant Unavoidable Impacts

With implementation of regulatory requirements, standard conditions of approval, and reasonable and feasible mitigation, the Project would result less than impacts with respect to consistency with GHG plans and GHG emissions, on an individual and cumulative basis.

4.8.9 References

California Air Resources Board, *California's 2022 Climate Change Scoping Plan,* 2022.

City of Ontario. 2022. *Community Climate Action Plan*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/Applications/Community%20Climate%20Action%20Plan%20-%20Appendix%20B.pdf

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South Coast Air Quality Management District, *Minutes for the GHG CEQA Significance Threshold Stakeholder Working Group #8*, 2009.

South Coast Air Quality Management District, *Minutes for the GHG CEQA Significance Threshold Stakeholder Working Group #13*, 2009.

State of California, *Code of Regulations Section*, 2023.

U.S. EPA, *Inventory of U.S. Greenhouse Gas Emissions and Sinks: 1990-2016*, 2018.

U.S. EPA, *Methane and Nitrous Oxide Emission from Natural Sources*, 2010.

U.S. EPA, *Overview of Greenhouse Gases*, 2018.

Urban Crossroads, *Euclid Mixed-Use Specific Plan Traffic Analysis*, 2023. (***Appendix I***)

4.9 HAZARDS AND HAZARDOUS MATERIALS

4.9.1 Introduction

The purpose of this section is to describe the existing regulatory and environmental conditions related to hazards and hazardous materials in the vicinity of the Euclid Mixed Use Specific Plan Project (Project), within the City of Ontario (City). This section of the Draft Environmental Impact Report (EIR) identifies potential impacts that could result from the Project. This chapter discusses the changes to existing hazards and hazardous materials that would occur upon implementation of the Project, and as necessary, recommends mitigation measures to avoid and/or reduce the significance of impacts. Impacts are discussed in terms of the changes that would result from Project implementation and includes analysis of the Project's potential to create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials or through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment; to emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school; to cause a significant hazard to the public or the environment if located on a site which is included on a list of hazardous materials sites; result in a safety hazard or excessive noise for people residing or working in the Project area due to its location within or proximity to an airport land use plan; impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan; or expose people or structures to a significant risk of loss, injury or death involving wildland fires.

This Section and environmental discussion use information from the following City documents:

- The Ontario Plan 2050
- City of Ontario Municipal Code
- City of Ontario TOP 2050 Final Supplemental EIR

Additionally, the following analysis is based in part on information obtained from:

- Converse Consultants. July 2021. Phase I Environmental Site Assessment Report. (**Appendix F1**)
- Converse Consultants. October 2021. Limited Phase II Environmental Site Assessment Report. (**Appendix F2**)

4.9.2 Environmental Setting

Current Uses of Property

The 84.1-acre Project site is currently occupied by agricultural uses, including the raising of livestock, dairy farming activities, and a commercial nursery. Dairy farming and agriculture have been the primary uses of the Project site since before the 1930s. The majority of the Project site exists as fallow or cultivated fields. There is a private recreational vehicle facility in the southwestern portion of the site and a scrap yard at the intersection of Euclid Avenue and Edison Avenue. Numerous single family residential structures, as well as agricultural related buildings and open structures are located within the Project site. Two Southern

California Edison (SCE) easements extend across the Project site. No structures are located within the SCE easements; however, they have been used for various agricultural uses historically.

Existing uses surrounding the Project site are similar to those on the site. Ongoing crop farming is located to the north of the Project site and a vacant property that was a former dairy farm is located to the east of the site. The property to the south is currently utilized for residential, farming, or trucking related uses. North across Schaefer Avenue is an existing dairy farm; south across Edison Avenue is an existing trucking facility; east across Sultana Avenue is vacant land and an existing trucking facility; and west across Euclid Avenue, is the City of Chino with existing commercial and residential uses, and a truck/trailer storage (see ***Figure 3-4: Surrounding Land Uses***).

Historical Uses of Property

According to the Phase I Environmental Site Assessment Report (ESA), a review of historical photographs and records showed that the Project site was generally occupied by agricultural uses, including the raising of livestock, dairy farming activities, and a commercial nursery, as early as the 1930s. Historically, as early as 1987 the Project site was undeveloped land. From as early as 1933, structures were evident along the northeastern and western boundaries of the Project site, which were associated with agricultural operations by 1938. Between 1946 and the present, the Project site was used agriculturally, including one dairy operation on the western portion of the Project site, and another dairy operation on the northeastern portion of the Project site. The current day nursery operation on the southwestern portion of the Project site has been established since as early as 2006.[1]

Adjoining properties to the Project site vicinity appeared generally undeveloped in 1897. By 1902, apparent residential structures were noted on adjoining properties. From as early as 1938, agricultural uses were noted as well, including row crops. Commercial developments were noted as early as 1959. By 1975, most of the north and east adjoining land was occupied by dairy farms, and commercial uses were concentrated to the southwest and west. Commercial, as well as residential uses, remain to the west along Euclid Avenue until the present day, whereas north and east adjoining land remains for agricultural use. Part of this land is currently fallow/vacant.

Environmental Site Assessment

A *Phase I ESA Report* and Limited *Phase II ESA Report* were conducted for the approximately 60-acre Phase I development area of the Project site on July 29, 2021, and October 8, 2021, respectively. The Phase II area is being evaluated only at a programmatic level based on available information from The Ontario Plan (TOP) 2050, and there are no specific development proposals at this time. The Applicant does not own the parcels within the Phase II area (PAs 2B and 3B) and does not have access to the Phase II area at this time. At the time of Phase II development, it will undergo its own site-specific CEQA analysis.

The Phase I ESA was conducted in accordance with: (1) the U.S. Environmental Protection Agency (U.S. EPA) Standards and Practices for All Appropriate Inquiries, 40 Code of Federal Regulations (CFR) Part 312) and (2) guidelines established by the American Society for Testing and Materials (ASTM) in the

[1] Converse Consultants. July 2021. *Phase I Environmental Site Assessment Report, page 20*. (**Appendix F1**).

Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process/ Designation E 1527 13 (ASTM Standard Practice E 1527-13).

ASTM Standard Practice E 1527-13 defines a Recognized Environmental Condition (REC) as the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. A Controlled REC (CREC) is as defined as,"…resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority (for example, as evidenced by the issuance of a no further action letter or equivalent, or meeting risk-based criteria established by regulatory authority), with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls)." A Historical REC (HREC) is defined as, "a past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted use criteria established by a regulatory authority, without subjecting the property to any required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls)."

The limited Phase II subsurface investigation was conducted, which included soil and soil gas sampling to identify potential contamination from unknown but probable former onsite sources, or from the existing service station to the north. The objective was to determine the current representative subsurface conditions in targeted areas of the Project site.

Regulatory Agencies

The GeoTracker Database is the California State Water Resources Control Board's (SWRCB) Internet accessible database system used by the SWRCB, regional boards, and local agencies to track and archive compliance data from authorized or unauthorized discharges of waste to land, or unauthorized releases of hazardous substances from USTs. The Project site was not identified in the database. According to GeoTracker, the nearest ongoing Cleanup Program Site (CPS) is the Chino Airport, located at 7000 Merrill Avenue, approximately 1.2 miles south of the Project site. The primary chemicals of concern (COCs) in the groundwater at this CPS include trichloroethene (TCE); 1,2,3-trichloropropane (1,2,3-TCP); cis-1,2-dichloroethane; and 1,1 dichloroethene.

Environmental Conditions

According to American Society for Testing and Materials (ASTM) Standard of Practice E1527-13, a recognized environmental condition (REC), fall under three specific categories when evaluating a site or properties within the Project site vicinity. These categories are defined below.

A recognized environmental condition (REC) means the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. De minimis conditions are not RECs.

A controlled REC (CREC) is a recognized environmental condition resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority (for example, as evidenced by the issuance of a no further action letter or equivalent, or meeting risk-based criteria established by regulatory authority), with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls).

A historical REC (HREC) is a past release of any hazardous substances or petroleum products that has occurred in connection with the Project site and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted use criteria established by a regulatory authority, without subjecting the Project site to any required controls (e.g., use restrictions, activity and use limitations, institutional controls, or engineering controls).

According to ASTM E2600-15, the goal of conducting a vapor encroachment screening on a parcel of property is to identify a vapor encroachment condition (VEC), which is the presence or likely presence of COC vapors in the subsurface of the target property caused by the release of vapors from contaminated soil or groundwater or both either on or near the target property as identified by Tier 1 or Tier 2 procedures. The purpose of Tier 1 is to conduct a screen using Phase I ESA-type information to determine if a VEC exists at the target property. If the Tier 1 screen cannot rule out the possibility of a VEC existing at the target property, then a Tier 2 screen can be conducted. Tier 2 applies numeric screening criteria to existing or newly collected soil, soil gas, and/or groundwater testing results to evaluate whether a VEC can be ruled out. Tier 2 has two data collective components: non-invasive and invasive.

Non-ASTM Scope Considerations

The Project site contains buildings that were constructed prior to bans using asbestos-containing building materials (ACBMs), lead-based paint (LBP), and polychlorinated biphenyls (PCBs) in electrical equipment came into effect in 1989, 1978, and 1978, respectively. No testing is known to have been performed to evaluate for the presence of ACBMs, LBPs, or PCBs at the Project site.

The California Bureau of Mines and Geology and California Department of Public Health (CADPH) participated in the U.S. Environmental Protection Agency's (EPA) State Radon Survey, a Federal survey to measure levels of indoor radon in all states. Based on the results of this survey, CADPH predicted that approximately 0.5 percent of homes in Region 9, where the Project site is located, would have radon concentrations over the U.S. EPA action level of 4.0 picocuries per liter (pCi/L).

The Federal U.S. EPA Radon Zone for San Bernardino County is Zone 2, which indicates an average indoor concentration greater than or equal to 2.0 pCi/L of air and less than or equal to 4.0 pCi/L. In a survey, one test was conducted within the 91762-zip code, where the Project site is located, for the presence of radon. Of these, none were found to contain radon in excess of the U.S. EPA's action level of 4.0 pCi/L.[2]

[2] Ibid. Page A-15.

According to the Phase I ESA, two on-site water wells, associated with dairy operations, were observed. A third well, located near the northeastern portion of the Project site, was decommissioned. Per Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) No. 06071C8620H and 06071C9335H, the Project site and adjacent properties are located within areas in which flood hazards are undetermined but possible (Zone D).[3] According to the National Wetlands Inventory (NWI) database, wetland areas identified as a Freshwater Ponds, are located within the Project site.[4] The artificially created unvegetated dairy effluent retention ponds are isolated located in uplands and currently rotated in use resulting in a wet (inundated) and dry phase. However, no wetlands or jurisdictional resources regulated by the United State Army Corps of Engineers, California Department of Fish and Wildlife, or Regional Water Quality Control Boards (RWQCB) were documented within the Project Site.[5]

Airport-Related Hazards

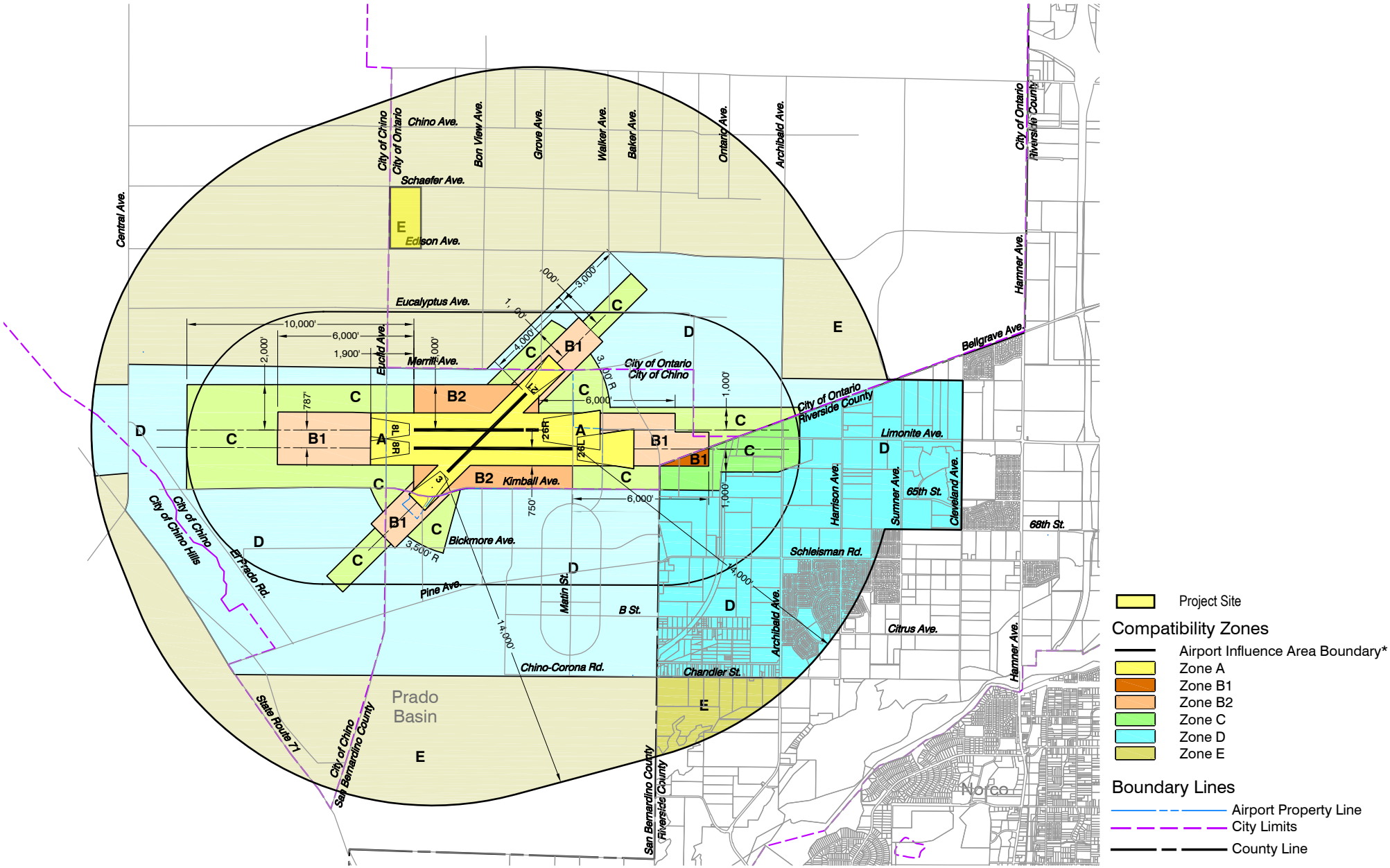
The Project site is located approximately 1.2 miles north of the Chino Airport and is approximately 3.7 miles southwest of the Ontario International Airport (ONT). The Project site is within the Chino Airport Influence Area and is within the Zone E compatibility zone, as depicted ***in Figure 4.9-1: Chino Airport Compatibility Zones***.[6] Within Compatibility Zone E, generally, there is no concern with regard to any object up to 100 feet tall unless it is located on high ground or it is a solitary object (e.g., an antenna) more than 35 feet above the ground. Projects within the Project boundary shall be required to be consistent with the policies and criteria of the Airport Land Use Compatibility Plans for Ontario International Airport and Chino Airport. Additionally, the Project site is not within the Ontario International Airport or the Chino Airport Safety Zones, depicted in ***Figure 4.9-2: Airport Safety Zones***. Additionally, ***Figure 4.9-3: Ontario International Airport Land Use Compatibility***, shows the Project site as being in the Ontario Airport's airport influence areas. Land use compatibility assessments for ONT are included in the ALUCP.

[3] Federal Emergency Management Agency. 2021. *Flood Insurance Rate Map No. 06071C8620H and 06071C9335H*. https://hazards-fema.maps.arcgis.com/apps/webappviewer/index.html?id=8b0adb51996444d4879338b5529aa9cd&extent=-117.81426821289033,33.99346556420189,-117.48193178710954,34.1356709592875. (accessed March 2023).

[4] U.S. Fish and Wildlife. ND. *National Wetlands Inventory Wetlands Mapper*. https://www.fws.gov/program/national-wetlands-inventory/wetlands-mapper. (accessed March 2023).

[5] Cadre Environmental. 2022. *Biological Resources Technical Report*. Page 15. See Appendix C

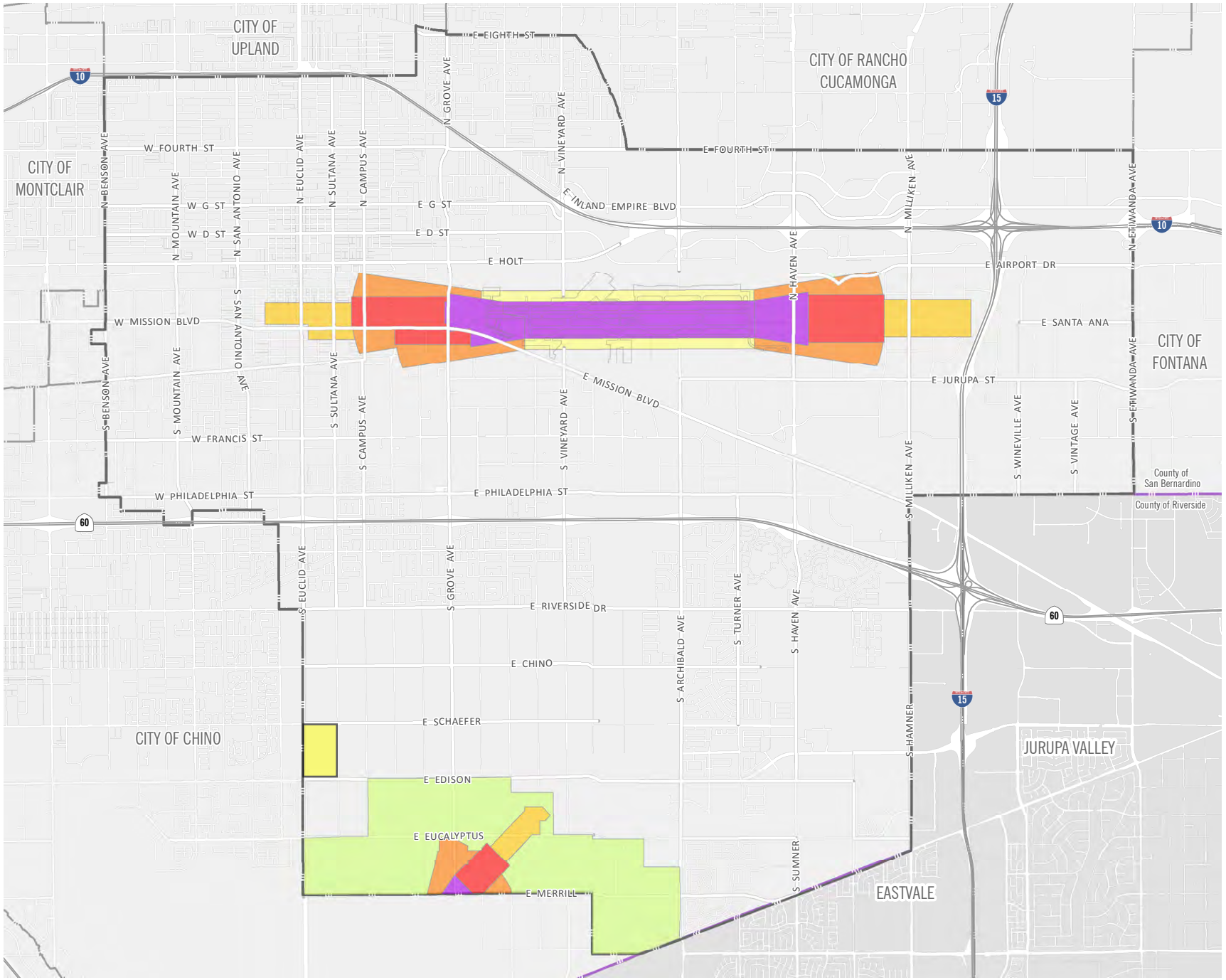
[6] Riverside County Airport Land Use Commission. 2008. *Riverside County Airport Land Use Compatibility Plan Volume 1 Policy Document*. *Pages 3-10a – 3-11*. https://www.rcaluc.org/Portals/13/PDFGeneral/plan/newplan/09-%20Vol.%201%20Chino.pdf. (accessed March 2023).



Source: Riverside Airport Land Use Compatibility Plan Policy Document, Map CH-1 Compatibility Map Chino Airport, 2008.

FIGURE 4.9-1: Chino Airport Compatibility Zones
Euclid Mixed Use Specific Plan

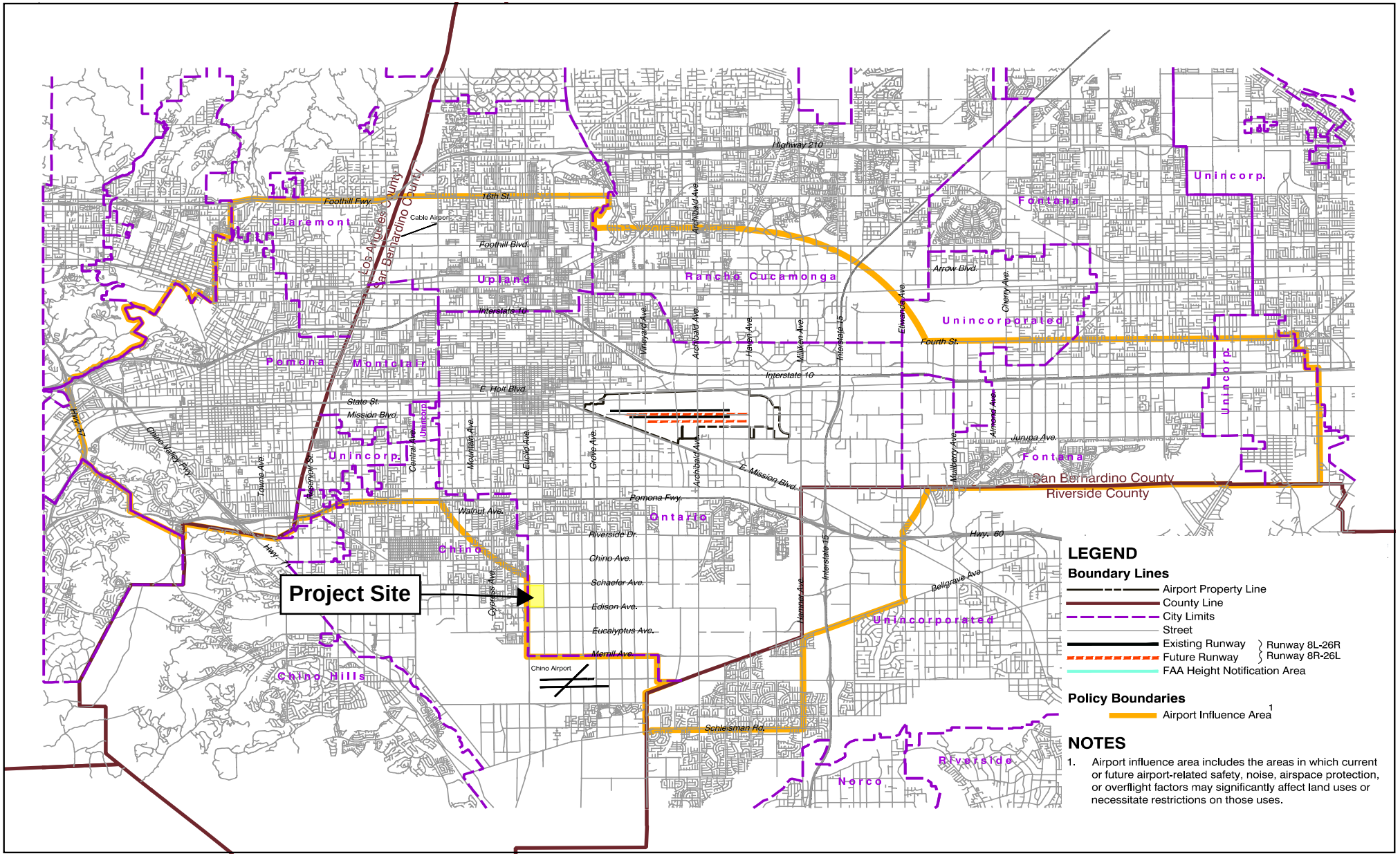
Not to scale



Source: The Ontario Plan 2050, 2022, Figure 5.9-2, Airport Safety Zones

FIGURE 4.9-2: Airport Safety Zones
Euclid Mixed Use Specific Plan

Not to scale



Source: The Ontario Plan (2011), Map 2-1 Compatibility Policy Map: Airport Influence Area

FIGURE 4.9-3: Ontario International Airport Land Use Compatibility

Euclid Mixed Use Specific Plan

Not to scale

4.9.3 Regulatory Setting

Federal

Resource Conservation and Recovery Act

The Resource Conservation and Recovery Act (RCRA) of 1976 (42 United States Code [USC] Section 6901 et seq.) is the principal federal law that regulates the generation, management, and transportation of waste. Hazardous waste management includes the treatment, storage, or disposal of hazardous waste. The RCRA gave the U.S. EPA the authority to control hazardous waste from "cradle to grave," that is, from generation to transportation, treatment, storage, and disposal, at active and future facilities. It does not address abandoned or historical sites. The RCRA also set forth a framework for managing nonhazardous wastes. Later amendments required phasing out land disposal of hazardous waste and added underground tanks storing petroleum and other hazardous substances.

Comprehensive Environmental Response, Compensation, and Liability Act of 1980

The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), commonly known as "Superfund," was enacted by Congress on December 11, 1980. This law provides broad federal authority to respond directly to releases or threatened releases of hazardous substances that may endanger public health or the environment. CERCLA established requirements concerning closed and abandoned hazardous waste sites, provided for liability of persons responsible for releases of hazardous waste at these sites, and established a trust fund to provide for cleanup when no responsible party could be identified. CERCLA also enabled the revision of the National Contingency Plan. The National Contingency Plan provides the guidelines and procedures needed to respond to releases and threatened releases of hazardous substances, pollutants, or contaminants. The National Contingency Plan also establishes the National Priorities List (NPL), which is a list of contaminated sites warranting further investigation by the U.S. EPA. CERCLA was amended by the Superfund Amendments and Reauthorization Act on October 17, 1986, to help further manage contaminated sites.

Emergency Planning and Community Right-to-Know Act

Title III of the Superfund Amendments and Reauthorization Act (SARA) authorized the Emergency Planning and Community Right-to-Know Act (EPCRA; 42 USC Section 11001 et seq.) to inform communities and citizens of chemical hazards in their areas by requiring businesses to report the locations and quantities of chemicals stored on-site to state and local agencies; releases to the environment of more than 600 designated toxic chemicals; off-site transfers of waste; and pollution prevention measures and activities and to participate in chemical recycling. The U.S. EPA maintains and publishes an online, publicly available, national database of toxic chemical releases and other waste management activities by certain industry groups and federal facilities—the Toxics Release Inventory.

To implement EPCRA, each state appointed a state emergency response commission to coordinate planning and implementation activities associated with hazardous materials. The commissions divided their states into emergency planning districts and named a local emergency planning committee for each district. The federal EPCRA program is implemented and administered in California Governor's Office of Emergency Services (Cal OES), a state commission, six local committees, and 81 Certified Unified Program

Agencies (CUPAs). Cal OES coordinates and provides staff support for the state commission and local committees.

Toxic Substances Control Act

The Toxic Substances Control Act of 1976 (TSCA) provides U.S. EPA with authority to require reporting, record-keeping and testing requirements, and restrictions relating to chemical substances and/or mixtures. TSCA addresses the production, importation, use, and disposal of specific chemicals including PCBs, asbestos, radon, and LBP. Title IV of the TSCA directs U.S. EPA to regulate LBP hazards.

TSCA Sections 402 and 404 requires that those engaged in lead abatements, risk assessments and inspections in homes or child-occupied facilities (e.g., day care centers and kindergartens) built prior to 1978 be trained and certified in specific practices to ensure accuracy and safety. TSCA Section 403, sets standards for dangerous levels of lead in paint, household dust, and residential soil.

Occupational Safety and Health Act

The Federal Occupational Safety and Health Act of 1970 (OSHA) (29 USC Section 651 et seq.) authorizes each state (including California) to establish their own safety and health programs with the U.S. Department of Labor, with OSHA approval. The California Department of Industrial Relations regulates implementation of worker health and safety in California. California OSHA enforcement units conduct on-site evaluations and issue notices of violation to enforce necessary improvements to health and safety practices. California standards for workers dealing with hazardous materials are contained in Title 8 of the California Code of Regulations (CCR) and include best practices for all industries (General Industrial Safety Orders), and specific practices for construction and other industries. Workers at hazardous waste sites (or working with hazardous wastes as might be encountered during excavation of contaminated soil) must receive specialized training and medical supervision according to the Hazardous Waste Operations and Emergency Response (HAZWOPER) regulations.

OSHA Regulation 29 Code of Federal Regulations (CFR) Standard 1926.62 regulates the demolition, renovation, or construction of buildings involving lead materials. Federal, State, and local requirements also govern the removal of asbestos or suspected asbestos containing materials (ACMs), including the demolition of structures where asbestos is present. All friable (crushable by hand) ACMs, or non-friable ACMs subject to damage, must be abated prior to demolition following all applicable regulations.

Title 40, Code of Federal Regulations, Section 61 Subpart M

Title 40 CFR Section 61 Subpart M—National Emissions Standards for Asbestos—sets forth emissions standards for asbestos from demolition and renovation activities, and for waste disposal from such activities.

Title 40, Code of Federal Regulations, Part 745

Title 40, Part 745 contains regulations developed under Section 402 and 406 of the TSCA and applies to all renovations performed for compensation in target housing and child-occupied facilities. The purpose of this subpart is to ensure the following:

- Owners and occupants of target housing and child-occupied facilities receive information on LBP hazards before these renovations begin; and
- Individuals performing renovations regulated in accordance with Section 745.82 are properly trained; renovators and firms performing these renovations are certified; and the work practices in Section 745.85 are followed during these renovations.

Title 29, Code of Federal Regulations, Section 1926.62

Title 29 CFR Section 1926.62 sets standards for occupational health and environmental controls for lead exposure in construction, regardless of the lead content of paints and other materials. The standards include requirements addressing exposure assessment, methods of compliance, respiratory protection, protective clothing and equipment, hygiene facilities and practices, medical surveillance, medical removal protection, employee information and training, signs, recordkeeping, and observation and monitoring.

US EPA's Lead Renovation, Repair and Painting Program Rules.

The U.S. EPA's 2008 Lead-Based Paint Renovation, Repair and Painting (RRP) Rule (as amended in 2010 and 2011), aims to protect the public from LBP hazards associated with renovation, repair, and painting activities. These activities can create hazardous lead dust when surfaces with lead paint, even from many decades ago, are disturbed. The rule requires workers to be certified and trained in the use of lead-safe work practices, and requires renovation, repair, and painting firms to be U.S. EPA-certified. These requirements became fully effective April 22, 2010.

State

California Environmental Protection Agency

The California Environmental Protection Agency (Cal/EPA) was created in 1991, unifying California's environmental authority in a single cabinet-level agency and bringing the California Air Resources Board (CARB), SWRCB, RWQCB, California Department of Resources Recycling and Recovery (known as CalRecycle and formerly the Integrated Waste Management Board), Department of Toxic Substances Control (DTSC), Office of Environmental Health Hazard Assessment (OEHHA), and Department of Pesticide Regulation under one agency. These agencies were placed within the Cal/EPA "umbrella" for the protection of human health and the environment and to ensure the coordinated deployment of state resources. Its mission is to restore, protect, and enhance the environment, to ensure public health, environmental quality, and economic vitality.

California Fire Code

The California Fire Code (CFC), which is updated every three years, is included in CCR Title 24, Chapter 9 and was created by the California Building Standards Commission. Based on the International Fire Code, the CFC serves as the primary means for authorizing and enforcing procedures and methods to ensure the safe handling and storage of hazardous substances that pose potential public health and safety hazards. The CFC regulates the use, handling, and storage requirements for hazardous materials at certain facilities. The CFC and the California Building Code (CBC) apply a classification system in identifying appropriate protective measures relative to fire protection and public safety. Such measures may include identification

and use of proper construction standards, setbacks from property lines, and/or installation of specialized equipment.

State Fire Regulations

Fire regulations for California are established in Sections 13000 et seq. of the California Health and Safety Code (HSC), which includes regulations for structural standards (similar to those identified in the CBC), fire protection and public notification systems, fire protection devices such as extinguishers and smoke alarms, standards for high-rise structures and childcare facilities, and fire suppression training. The State Fire Marshal is responsible for enforcement of these established regulations and building standards for all state-owned buildings, state-occupied buildings, and state institutions in California.

Government Code Section 65962.5(a), Cortese List

As required by California Government Code (CGC) Section 65962.5, Cal/EPA develops an annual update to the Hazardous Waste and Substances Sites (Cortese) List, which is a planning document used by the state, local agencies, and developers to comply with CEQA requirements in providing information about the location of hazardous materials release sites. The DTSC is responsible for a portion of the information contained in the Cortese List. Other state and local government agencies are required to provide additional hazardous material release information for the list.

The EnviroStor database constitutes the DTSC's component of Cortese List data by identifying State response sites, federal Superfund sites, school cleanup sites, and voluntary cleanup sites. The EnviroStor database identifies sites that have known contamination or sites for which further investigation is warranted. It also identifies facilities that are authorized to treat, store, dispose, or transfer hazardous waste.

State agencies with involvement and/or jurisdiction over public health hazards and hazardous materials management and regulations include the:

- Cal/EPA: The boards, departments, and offices that make up the Cal/EPA include CARB, the Department of Pesticide Regulation, the Department of Resources Recycling and Recovery, DTSC, OEHHA, and the SWRCB. These boards, departments and offices were placed within the Cal/EPA "umbrella" to create a cabinet-level voice for the protection of human health and the environment (such as clean air, clean water, clean soil, safe pesticides, and waste recycling and reduction) to assure the coordinated deployment of state resources.
- DTSC: The mission of the DTSC is to protect California's people and environment from harmful effects of toxic substances by restoring contaminated resources, enforcing hazardous waste laws, reducing hazardous waste generation, and encouraging the manufacture of chemically safer products. As part of its mission, the DTSC maintains its Enforcement and Emergency Response Division (EERD) to administer the technical implementation of the State Unified Program. The Unified Program is a consolidation of six environmental programs at the local level. Those agencies at the local level with responsibility for the program are known as CUPAs. The DTSC also has the responsibility of overseeing and regulating hazardous materials, generators, transporters, and facilities that may use, generate, store, transport, or recycle, hazardous materials.

- SWRCB: Brownfields are underutilized properties where reuse is hindered by the actual or suspected presence of pollution or contamination. The SWRCB Brownfield Program goals are to:
    - Expedite and facilitate site cleanups and closures for brownfield sites to support reuse of those sites;
    - Preserve open space and green fields;
    - Protect groundwater and surface water resources, safeguard public health, and promote environmental justice; and
    - Streamline site assessment, clean up, monitoring, and closure requirements and procedures within the various SWRCB site cleanup programs.

Site clean-up responsibilities for brownfields primarily reside within four main SWRCB programs: The UST Program; Site Cleanup Program; Department of Defense Program; and the Land Disposal Program. These SWRCB cleanup programs are charged with ensuring sites are remediated to protect California's surface and groundwater and return them to beneficial uses.

Hazardous chemical and biohazardous materials management laws in California include the following statutes:

- Hazardous Materials Management Act – requires that businesses handling or storing certain amounts of hazardous materials prepare a hazardous materials business plan, which includes an inventory of hazardous materials stored on site (above specified quantities), an emergency response plan, and an employee training program.
- Hazardous Waste Control Act (California Health and Safety Code, Division 20, Chapter 6.5, Article 2, Section 25100, et seq.) – authorizes the DTSC and local CUPAs to regulate facilities that generate or treat hazardous waste.
- Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65) – requires the governor to publish and update, at least annually, a list of chemicals known to the state to cause cancer, birth defects, or other reproductive harm, and to inform citizens about exposures to such chemicals. Hazardous Waste Management Planning and Facility Siting, also known as the Tanner Act (Assembly Bill [AB] 2948, 1986) – requires counties to prepare, for California DTSC approval, hazardous waste management plans, and prescribes specific public participation activities, which must be carried out during the local land use permit process for siting new or expanding off-site commercial treatment, storage, and disposal facilities.
- Hazardous Materials Storage and Emergency Response (AB 2185) – requires the immediate reporting to local fire departments and Offices of Emergency Services of any release or threatened release of a hazardous material, regardless of the amount handled by the business.
- California Medical Waste Management Act (HSC Sections 117600–118360) – establishes procedures for the proper handling, storage, treatment, and transportation of medical waste.
- Land Disposal Restrictions (CCR, Chapter 18, Title 22) – set up by Congress in 1984 for the U.S. EPA, ensures that toxic constituents present in hazardous waste are properly treated before hazardous waste is land disposed.

Department of Toxic Substance Control

The mission of the DTSC is to protect California's people and environment from harmful effects of toxic substances by restoring contaminated resources, enforcing hazardous waste laws, reducing hazardous waste generation, and encouraging the manufacture of chemically safer products. As part of its mission, the DTSC maintains its EERD to administer the technical implementation of the State Unified Program. The Unified Program is a consolidation of six environmental programs at the local level. Those agencies at the local level with responsibility for the program are known as CUPAs. The DTSC also has the responsibility of overseeing and regulating hazardous materials, generators, transporters, and facilities that may use, generate, store, transport, or recycle, hazardous materials.

Government Code Section 65962.5

Pursuant to CGC Section 65962.5, environmental regulatory database lists were reviewed to identify and locate properties with known hazardous substance contamination within the proposed one-mile radius of the Project area (CGC, Section 65960 et seq.). Four state agencies are required to provide lists of facilities that have contributed, harbor, or are responsible for environmental contamination within their jurisdiction. The four state agencies that are required to provide these lists to the Secretary for Environmental Protection include the DTSC, the State Department for Health Services, the SWRCB, and CalRecycle. The Secretary for Environmental Protection then takes each of the four respective agency lists and forms one list, referred to as the Cortese List, which is made available to every city and/or county in California.

Regional Water Quality Control Board

The RWQCB is a department of Cal/EPA that oversees investigation and cleanup of sites including USTs where wastes have been discharged in order to protect the water quality of the state. The RWQCB regulates wastewater discharges to surface waters and to groundwater. They also regulate storm water discharges from construction, industrial, and municipal activities.

California Health and Safety Code

Cal/EPA has established rules governing the use of hazardous materials and the management of hazardous wastes. California HSC Section 25531, et seq. incorporate the requirement of Superfund Amendments and Reauthorization Act and the Clean Air Act as they pertain to hazardous materials. HSC Section 25534 directs owners or operators storing, handling, or using regulated substances exceeding threshold planning quantities to develop and implement a Risk Management Plan. The Risk Management Plans are submitted to the administering agency and possibly U.S. EPA, depending upon the chemical and the amount, for review. California law defines a hazardous material as any material that, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may pose a present or potential hazard to human health and safety or to the environment if released in the workplace or the environment (California HSC Section 25501).

California Hazardous Waste Control Law

The California Hazardous Waste Control Law (HSC Division 20, Chapter 6.5) is administered by the Cal/EPA to regulate the management of hazardous wastes. While the Hazardous Waste Control Law is generally

more stringent than the RCRA, until the U.S. EPA approves the California hazardous waste control program (which is charged with regulating the generation, treatment, storage, and disposal of hazardous waste), both the State and federal laws apply in California. The Hazardous Waste Control Law lists 791 chemicals and approximately 300 common materials that may be hazardous; establishes criteria for identifying, packaging, and labeling hazardous wastes; prescribes management controls; establishes permit requirements for treatment, storage, disposal, and transportation; and identifies wastes that cannot be disposed of in landfills.

California Accidental Release Prevention Program

Similar to the Federal Risk Management Program, the California Accidental Release Prevention Program includes state requirements as well as a list of regulated substances and thresholds. The regulations of the program are contained in CCR Title 19, Division 2, Chapter 4.5. The intent of California Accidental Release Prevention Program is to prevent accidental releases of substances that can cause serious harm to the public and the environment, to minimize the damage if releases do occur, and to ensure compliance with community right-to-know laws.

Hazardous Materials Release Response Plans and Inventory Law

The Hazardous Materials Release Response Plans and Inventory Law (HSC Section 25500 et seq.) aims to minimize the potential for accidents involving hazardous materials and to facilitate an appropriate response to possible hazardous materials emergencies. The law requires businesses that use hazardous materials to provide inventories of those materials to designated emergency response agencies, to illustrate on a diagram where the materials are stored on-site, to prepare an emergency response plan, and to train employees to use the materials safely. Any business that handles hazardous materials in quantities equal to or greater than 55 gallons, 500 pounds, or 200 cubic feet of gas must submit a business plan.

Hazardous Materials Transportation

Section 31303 of the California Vehicle Code and U.S. Department of Transportation regulate hazardous materials transport. The California Highway Patrol and California Department of Transportation are the enforcement agencies. Cal OES provides emergency response services involving hazardous materials incidents.

Worker and Workplace Hazardous Materials Safety

Cal/OSHA is responsible for developing and enforcing workplace safety standards and ensuring worker safety in the handling and use of hazardous materials. Among other requirements, Cal/OSHA obligates many businesses to prepare Injury and Illness Prevention Plans and Chemical Hygiene Plans. The Hazard Communication Standard requires that workers be informed of the hazards associated with the materials they handle.

Hazardous Materials in Structures: Asbestos-Containing Materials and Lead-Based Paint

Several regulations and guidelines pertain to abatement of and protection from exposure to ACM and LBP, including Construction Safety Orders 1529 (pertaining to ACM) and Section 1532.1 (pertaining to LBP)

from Title 8 of the CCR and Part 61, Subpart M, of the CFR (pertaining to ACM). In California, ACM and LBP abatement must be performed and monitored by contractors with appropriate certification from the California Department of Health Services. Asbestos is also regulated as a hazardous air pollutant under the Clean Air Act and a potential worker safety hazard under the authority of Cal/OSHA.

Requirements for limiting asbestos emissions from building demolition and renovation are specified in SCAQMD Rule 1403 (Asbestos Emissions from Demolition/Renovation Activities). CGC Section 1529 and 1532.1 provide for exposure limits, exposure monitoring, respiratory protection and good working practice by workers exposed to lead and ACMs.

Requirements for Phase I Environmental Site Assessments

Phase I ESAs are required for land purchasers to qualify for the Innocent Landowner Defense under CERCLA, to minimize environmental liability under other laws such as RCRA, and as a lender prerequisite to extend a loan for purchase of land.

Certified Unified Program Agency

A CUPA is an agency of a county or city that administers several state programs regulating hazardous materials and hazardous wastes. The San Bernardino County Fire Department (SBCFD) is the CUPA for all incorporated cities and towns and unincorporated areas. SBCFD administers the following programs:

- Hazardous Materials Release Response Plans and Inventory Program
- California Accidental Release Prevention Program, a combination of federal and state programs for the prevention of accidental release of regulated toxic and flammable substances
- UST Program
- Aboveground Petroleum Storage Act Program
- Hazardous Waste Generator and Onsite Hazardous Waste Treatment Programs Program
- Hazardous Materials Management Plan (HMMP) and Hazardous Material Inventory Statement (HMIS) in California Fire Code Program

Hazardous Materials Business Plan

The San Bernardino County Hazardous Materials Business Plan (HMBP) program was established in 1986. The purpose of this CUPA program is to prevent or minimize the damage to public health and safety and the environment, from a release or threatened release of hazardous materials. It also satisfies community right-to-know laws. The HMBP provides information regarding hazardous materials at facilities to emergency responders and to the general public.

Businesses that handle hazardous materials (including hazardous waste) or extremely hazardous substances are required to submit an HMBP via the California Environmental Reporting System (CERS), if using, handling or storing hazardous materials in quantities equal to or greater than:

- 55 gallons of a liquid,
- 500 pounds of a solid, or

- 200 cubic feet of compressed gas, or
- Extremely hazardous substances above the threshold planning quantity
- Facilities in this jurisdiction must also report any amount of hazardous waste via the California Environmental Reporting System.

8 CCR Section 1529 and 1532.1: Worker Safety Standards: Asbestos and Lead

CCR Title 8 Section 1529 sets forth worker safety standards for lead exposure for employees conducting demolition, construction, and renovation work, including painting, and decorating.

CCR Title 8 Section 1532.1 sets forth worker safety standards for employees in work including construction, demolition, renovation, and maintenance.

California Aeronautics Act

The State Aeronautics Act included in the California Public Utilities Code establishes statewide requirements for airport land use compatibility planning and requires nearly every county to create an Airport Land Use Commission (ALUC) or other alternative. The County opted for an alternative to the ALUC and delegated responsibility to prepare an ALUCP for each airport jurisdiction.

California Airport Land Use Compatibility Planning Handbook

The California Airport Land Use Compatibility Planning Handbook provides planning guidance to ALUCs and counties and cities with jurisdiction over airport area land uses. The purpose of the handbook is to support the State Aeronautics Act. The handbook allows jurisdictions flexibility in determining air safety zones that represent areas of assumed accident potential.

Regional

SCAQMD

SCAQMD Rule 1403 governs the demolition of buildings containing asbestos materials. Rule 1403 specifies work practices with the goal of minimizing asbestos emissions during building demolition and renovation activities, including the removal and associated disturbance of ACM.

San Bernardino County Public Health Agencies

The County Department of Public Health, Division of Environmental Health Services has regulatory control over hazardous and solid waste, land use, wastewater.

Additionally, the Department of Public Works manages solid waste, transportation, and storm water. This department also manages all construction and demolition activities.

The Hazardous Materials Division of the SBCFD is designated by the State Secretary for Environmental Protection as the CUPA for the County in order to focus the management of specific environmental programs at the local government level. The CUPA is charged with the responsibility of conducting compliance inspections for over 7,000 regulated facilities in the County. The SBCFD manages six hazardous

material and hazardous waste programs. This includes hazardous waste management and above/underground storage tanks. The CUPA program is designed to consolidate, coordinate, and uniformly and consistently administer permits, inspection activities, and enforcement activities throughout the County.

San Bernardino County Hazardous Materials Release Response Plans and Inventory Program

In the County, the Business Emergency/Contingency Plan (Business Plan) is also used to satisfy the contingency plan requirement for hazardous waste generators. Any business subject to any of the CUPA permits is required in the County to file a Business Emergency/Contingency Plan using the California Environmental Reporting System. This submission is used as the basis for the permit application. A new business going through the process of obtaining County planning or building approval is required to comply with the Business Emergency/Contingency Plan requirement prior to obtaining final certificate of occupancy and prior to bringing hazardous materials onto the property.

The quantities that trigger disclosure are based on the maximum quantity on-site at any time excluding materials under active shipping papers or for direct retail sale to the public. The basic quantities are hazardous materials at or exceeding 55 gallons, 500 pounds, or 200 cubic feet at any time in the course of a year; specified amounts of radio actives, and extremely hazardous substances above the threshold planning quantity.

Local

City of Ontario Hazard Mitigation Plan

The City developed a Hazard Mitigation Plan to make the City infrastructure, business, and residents less vulnerable to future incidents. The plan was prepared in accordance with the requirements of the Disaster Mitigation Act of 2000. A risk assessment was conducted to identify and profile natural and man-made hazards that pose a risk to the City, assess the City's vulnerability to these hazards, and examine the capabilities in place to mitigate them. Based on the risk assessment, goals, and objectives for reducing the City's vulnerability to hazards were identified. The four goals of the multi-hazard mitigation plan are:

- Minimize loss of life and property from natural and man-made hazard events
- Protect public health and safety
- Increase public awareness of risk from natural and man-made hazards
- Enhance emergency systems including warning systems

City of Ontario General Plan – The Ontario Plan 2050

The TOP 2050 Safety Element states that the City's role as a transportation hub and manufacturing center make the City susceptible to spills of toxic materials and vulnerable to the byproducts generated in industrial areas, especially if exacerbated by earthquakes, fires, floods, and strong winds. The Safety Element policies ensure that the City is prepared for and would effectively deal with hazards and hazardous materials. Included in TOP 2050 is the Policy Plan, which is a framework that would guide the

City's future growth through the application of policies and goals. The following goals of TOP 2050 relate to geology and soils.

The following policy contained in the Safety Element is relevant to the Project:

Safety Element[7]

Goal S-6	**Reduced potential for hazardous materials exposure and contamination.**
Policy S-6.1	**Disclosure and Notification.** We enforce disclosure laws that require all users, producers, and transporters of hazardous materials and wastes to clearly identify the materials that they store, use, or transport.
Policy S-6.2	**Response to Hazardous Materials Releases.** We respond to hazardous materials incidents and coordinate these services with other jurisdictions.
Policy S-6.4	**Safe Storage and Maintenance Practices.** We require that the users of hazardous materials be adequately prepared to prevent and mitigate hazardous materials releases.
Policy S-6.5	**Location of Hazardous Material Facilities.** We regulate facilities that will be involved in the production, use, storage, or disposal of hazardous materials, pursuant to federal, state, county, and local regulations, so that impacts to the environment and sensitive land uses are mitigated. We prohibit new hazardous waste facilities in close proximity to sensitive land uses and environmental justice areas.
Policy S-6.9	**Remediation of Methane.** We require development to assess and mitigate the presence of methane, per regulatory standards and guidelines.

City of Ontario Municipal Code (MC)

MC Section 7-3.07.[8] Safety devices, lights, and barricades. Any activity or encroachment on a right-of-way which is hazardous, creates a hazard, or is in conflict with the normal use of a right-of-way shall be adequately safeguarded as required by the City. In the conduct of such activity or encroachment, materials, supplies, excavated material, and equipment shall be properly placed, and the permittee shall provide and maintain such safety devices, including, but not limited to, lights, barricades, signs, and guards, as are necessary to protect the public.

MC Section 9-1.3330.[9] Environmental Performance Standards that require: "The use, handling, storage, and transportation of combustibles and explosives shall comply with applicable provisions of the Uniform

[7] City of Ontario. 2022. *TOP 2050, Safety Element*. https://www.ontarioca.gov/about-ontario-ontario-plan-policy-plan/safety. (accessed March 2023).
[8] City of Ontario. ND. *Ontario Municipal Code, Title 7.* https://codelibrary.amlegal.com/codes/ontarioca/latest/ontario_ca/0-0-0-45840. (accessed March 2023).
[9] City of Ontario. ND. *Ontario Development Code, Chapter 1.0: Development Code Enactment and General Provisions*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/Documents/Planning%20Documents/Development%20Code/Chapter%201.0%20Development%20Code%20Enactment%20and%20General%20Provisions.pdf. (accessed March 2023).

Fire Code, the City of Ontario Hazardous Waste Ordinance and all other local, state and federal regulations."

Ontario International Airport Land Use Compatibility Plan

The ONT ALUCP was adopted by Ontario City Council on April 19, 2011, and amended in 2018. The basic function of the ALUCP is to provide guidance to affected jurisdictions and promote compatibility between the airport and surrounding land uses. The ALUCP designates the airport influence area, safety zones, noise impact zones, airspace protection zones, and overflight notification zones. Height and noise restrictions for future land uses are established for the airport approach safety zones. All development shall be constructed or reconstructed in accordance with Federal Aviation Regulations Part 77.

Chino Airport Land Use Compatibility Compliance

The Project site is located directly north of the Chino Airport and within the Chino Airport airport influence areas. The City is currently preparing an ALUCP for Chino Airport which relies on the California Airport Land Use Planning Handbook published by Caltrans Division of Aeronautics, that is expected to be adopted in 2022. The Chino ALUCP will establish policies and criteria for the four types of compatibility impacts which include safety, noise, airspace protection, and overflight. The Project site is not within the Chino Airport noise impact zone. Projects within the Project Specific Plan boundary shall be required to be consistent with the policies and criteria of the ALUCP for Chino Airport.

Phase I Environmental Site Assessment

A Phase I ESA was completed in July 2021 for the Phase I development area; see ***Appendix F1: Phase I Environmental Site Assessment Report***. The Phase II area is being evaluated only at a programmatic level based on available information from The Ontario Plan (TOP) 2050, and there are no specific development proposals at this time. The Applicant does not own the parcels within the Phase II area (PAs 2B and 3B) and does not have access to the Phase II area at this time. At the time of Phase II development, it will undergo its own site-specific CEQA analysis. The Project site and its adjoining properties were cross-referenced with the following environmental databases: Hazardous Substance Storage Container Database (HIST UST), Statewide Environmental Evaluation and Planning System (SWEEPS UST), Facility Inventory Database (CA FID UST), Waste Discharge System (WDS), California Environmental Reporting System (CERS), California Environmental Reporting System (CERS HAZ WASTE), Hazardous Waste Tracking System (HWTS), Facility Index System/Facility Registry System (FINDS), California Integrated Water Quality System (CIWQS), Water Board Enforcement Action Listings (ENF), and San Bernardino County Permit. The Project site was identified on the following regulatory databases: CERS, HWTS, CERS HAZ WASTE, ENF, CIWQS, and San Bernardino County Permit. Violations were noted regarding hazardous material reporting and housekeeping practices at the Property; refer to ***Appendix F1*** for further information. An under-ground storage tank (UST) on the northern portion of the Project site, operated by a historical occupant, was removed and received regulatory closure in 2011. From observations and interviews during Phase I ESA reconnaissance, current on-site petroleum product storage is limited to one, 300-gallon above-ground storage tank (AST) for diesel at Art Venegas Dairy. De minimis ground staining was observed on the concrete floor in the general area. The Drake Family Farm operation only stores petroleum product in

one to three-gallon containers. The Phase I ESA identifies the following, additional existing conditions within the Project site.

- Art Venegas Dairy, located at 13835 Euclid Avenue within the Project site, currently disposes of manure on-site as part of ongoing agricultural operations. Five manure piles were observed throughout the corrals on the central and western portions of the Project site.
- Five or six septic tanks of unknown capacity are located on the Project site. Three known tanks are associated with the Venegas Dairy buildings (milk barn and two known residential structures), and two tanks are located at the Drake Dairy facility.
- Each of the two dairies features one active water well. A decommissioned water well is found near the northeastern corner of the Project site.
- Catch basins for dairy runoff are located on the Project site. Observed chemicals inside production areas for both on-site dairies included 55-gallon poly drums of acid/base cleaners and disinfectants, and five-gallon containers of medicated ointments/dips for animals. Compressed gas cylinders for welding gases, car/equipment batteries, and tires were stored in maintenance areas, mainly on the central-west portion of the Project site (Venegas Dairy). Abandoned vehicles/equipment were noted in the same general area, and also in storage areas on the northeastern portion of the Project site.

Adjoining property regulatory database listings included, but were not limited to LUST, CERS HAZ WASTE, CORTESE, CERS TANKS, San Bernardino County Permit, and CERS database listings. Pertinent historical Leaking Underground Storage Tank (LUST) cases on adjoining properties all received regulatory closure. All cases were limited to soil contamination only. Regulatory compliance inspections by the San Bernardino County Fire Department were noted for all hazardous material handlers/hazardous waste generators.[10]

The Phase I ESA identified the following Recognized Environmental Conditions (RECs) in connection with the Project site:

- Agricultural use from as early as 1938 is a REC due to potential residual contamination from agricultural chemical use.
- On-site dairy operations and associated chemicals, manure, and equipment, from as early as 1946 are RECs.

The Phase I recommended the following:

- Soil sampling over the Site. Areas to be assessed should include the farmland catch basins, maintenance areas, aboveground storage tank (AST; and drain underneath the AST) & underground storage tank (UST) areas, and livestock/manure areas.
- Containers of hazardous materials, equipment, and tires should be removed in accordance with applicable regulations.

[10] Converse Consultants. 2021. Phase I Environmental Site Assessment. Page 39-40. (**Appendix F1**).

- A methane assessment in accordance with the City of Ontario requirements should be conducted.

Phase II Environmental Site Assessment Report

Based on the recommendations contained in the Phase I ESA, a Phase II ESA was completed in October 2021; see ***Appendix F2: Limited Phase II Environmental Site Assessment Report***. The Project area for Phase II is being evaluated only at a programmatic level based on available information from The Ontario Plan (TOP) 2050, and there are no specific development proposals at this time. The Applicant does not own the parcels within the Phase II area (PAs 2B and 3B) and does not have access to the Phase II area at this time. At the time of Phase II development, it will undergo its own site-specific CEQA analysis. The Phase II ESA included borings taking at nine locations and an analysis of soil and soil vapors. The Phase II ESA identified the following findings:

- All reported metals concentrations were less than their respective screening levels for both residential and commercial land use scenarios, or applicable regional background concentrations. All reported values were less than their respective hazardous waste disposal criteria.
- Total petroleum hydrocarbon (TPH) are generally described hydrocarbons derived from crude oil and can contaminate a site through accidental release such as through spilled oil, gasoline fumes, or certain pesticides and other chemicals that contain TPH components as solvents. These chemicals may have toxic affects to those exposed. TPH in the diesel range was reported in four (4) samples at the former UST location. The concentration in sample UST-1-15 was above the screening level for residential and commercial land use. The concentration in sample UST-2-15 was above the screening level for residential land use, but equal to the screening level for commercial land use. UST-1-15 and UST-2-15 are located in the northern portion of the Project site (APN 1053-081-01) at a depth of 15 ft bgs. Concentrations of volatile organic compounds (VOCs) and TPH in the gasoline and heavy oil ranges were not reported in any of the samples analyzed. VOCs are compounds that are emitted as gases from certain volatile solids or liquids and are a concern as both indoor and outdoor air pollutants that have the potential to adversely impact the health of people that are exposed. VOCs may be mitted by a variety of products that contain organic solvents including paint supplies, cleaning supplies, pesticides, and certain building materials.
- All detected organochlorine pesticide concentrations were less than their respective screening levels for residential land use, and applicable hazardous waste disposal criteria.
    - A total of 15 VOCs were detected in soil vapor sample AST-1-10, located and a total of 12 VOCs were detected in soil vapor sample UST-1-10. AST-1-10 is located in the central portion of the Project site (APN 1053-071-01) at a depth of 10 ft bgs, and UST-1-10 is located in the northern portion of the Project site (APN 1053-081-01) at a depth of 15 ft bgs. Except for benzene, ethylbenzene, and xylenes, the maximum concentrations of reported VOCs detected were below their screening levels for both residential and commercial land uses.
        - Benzene and ethylbenzene were detected at concentrations in excess of the respective screening levels for residential land use, and for commercial land use at both the current AST location, and the former UST location.

- Concentrations of meta- (m-) and para- (p-) xylenes were reported in soil vapor sample AST-1-10 at 3,400 micrograms per cubic meter air (µg/m3), which is more than the residential screening level of 3,300 µg/m3, but less than the commercial screening level of 15,000 µg/m3. The impacts from m,p-xylenes are therefore considered to be relatively minor and limited.

Based on the findings of the Phase II concluded the following:

- No impacts were identified associated with former agricultural uses of the Project site.
- Both the soil and soil vapor appear to be impacted in the vicinity of the current AST and former UST used for diesel.
  - The impacts to the soil appear to be relatively limited. Although TPH diesel was reported in excess of the commercial screening level at a depth of 15 feet below ground surface (bgs) in boring UST-1, located within the northern portion of the Project site (APN 1053-081-01), it was not detected in the samples from depths of 10 or 20 feet bgs. In boring UST-2 TPH diesel was only reported in the sample from 15 feet bgs, and the concentration was equal to the commercial screening level.
  - Concentrations of benzene, ethylbenzene, and xylenes were detected in both soil vapor samples at concentrations in excess of screening levels. The screening levels that these concentrations exceed are based on potential impacts to occupants from vapor intrusion. The current impact to the Project site from these concentrations is considered to be minimal based on the lack of future occupied structures in the vicinity of the AST and UST areas. The impacted area would not contain residential uses based on the current development plan and land use plan for the Phase I area; refer to ***Section 3.0: Project Description***.

Based on the findings of the Phase II ESA, the Project site has been impacted from the diesel storage tanks (former UST and current AST).[11] The impacts to the soil are considered to be relatively minor. The elevated concentrations of Benzene, Toluene, Ethylbenzene and Xylene (BTEX) in soil vapor samples are not considered to pose a significant risk to occupied structures because no residential uses are proposed to be located over these impacted soils. However, further testing is recommended to be conducted if Project site uses change and structures are planned to be developed in the vicinity of the AST or former UST.

4.9.4 Impact Thresholds and Significance Criteria

State CEQA Guidelines Appendix G contains the Environmental Checklist Form, which includes questions concerning hydrology and water quality. The questions presented in the Environmental Checklist Form have been utilized as significance criteria in this section. Accordingly, the Project would have a significant effect on the environment if it would:

- Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials;

[11] Converse Consultants. 2021. *Limited Phase II Environmental Site Assessment*. Page 18. (**Appendix F2**).

- Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment;
- Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school;
- Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment;
- For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area;
- Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan; or
- Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires.

Methodology and Assumptions

This analysis evaluates the potential impacts of the Project on human health and the environment due to potential exposure of hazardous materials or conditions associated with the Project site, Project construction, and Project operations. The Phase I ESA was conducted in accordance with the ASTM Standard of Practice E1527-13 and the standards of care and diligence normally practiced by recognized consulting firms in performing services of a similar nature. The assessment included:

- Site inspection to verify current Site conditions, and check for visible evidence of previously disposed and/or currently present hazardous waste, surface contamination, USTs and ASTs, suspect PCBs, and other potential environmental hazards.
- A visual survey of the adjacent properties and the immediate vicinity to determine if any nearby sites posed a significant environmental threat to the site.
- Review of currently and readily available documents, including maps, aerial photographs, governmental databases of known hazardous waste sites and underground tanks, other consultant reports (if any), fire insurance maps, and other accessible records.
- Review of results from a search of available current land title records for environmental cleanup liens and other activity and use limitations, such as engineering controls and institutional controls.
- Consultation with appropriate governmental agencies having jurisdiction relative to the past history of the property, complaints, or incidents in the immediate area, and permits that may have been issued.

The Phase I ESA includes the following recommendations:

- Soil sampling over the Property. Areas to be assessed should include the farmland, catch basins, maintenance areas, AST (and drain located underneath the AST) & UST areas, and livestock/manure areas.

- Containers of hazardous materials, equipment, and tires should be removed from the Property prior to Project construction and will be disposed of in accordance to applicable regulations. (see **MM HAZ-3)**.
- A methane assessment in accordance with the City of Ontario requirements should be conducted. (see **MM HAZ-4)**.

4.9.5 Plans, Programs, and Policies

PPP HAZ-1 **Transportation of Hazardous Waste.** Hazardous materials and hazardous wastes shall be transported to and/or from the proposed project in compliance with any applicable State and federal requirements, including the U.S. Department of Transportation regulations listed in the CFR (Title 49, Hazardous Materials Transportation Act); Caltrans standards; and the Cal/OSHA standards.

PPP HAZ-2 **RCRA.** Hazardous waste generation, transportation, treatment, storage, and disposal shall be conducted in compliance with the Subtitle C of the RCRA (Title 40 CFR Part 263), including the management of nonhazardous solid wastes. The SBCFD serves as the designated CUPA and which implements State and federal regulations for the following programs: (1) Hazardous Materials Release Response Plans and Inventory Program, (2) California Accidental Release Prevention (CalARP) Program, (3) Aboveground Petroleum Storage Act Program, and (4) UST Program (5) Hazardous Waste Generator and Onsite Hazardous Waste Treatment Programs (6) HMMP and Hazardous Material Inventory Statement Program.

PPP HAZ-3 **ACMs.** Demolition activities that have the potential to expose construction workers and/or the public to ACMs shall be conducted in accordance with applicable regulations, including, but not limited to:

- SCAQMD Rule 1403
- HSC Section 39650 et seq.
- Title 8 CCR Section 1529
- Cal/OSHA regulations (Title 8 CCR Section 1529)
- CFR (Title 40, Part 61, Title 40, Part 763, and Title 29, Part 1926)

PPP HAZ-4 **Removal of Hazardous Materials.** The removal of hazardous materials, such as PCBs, mercury-containing light ballast, and mold shall be completed in accordance with applicable regulations pursuant to 40 CFR 761 (PCBs), 40 CFR 273 (mercury-containing light ballast), and 29 CFR 1926 (molds) by workers with the HAZWOPER training, as outlined in 29 CFR 1910.120 and 8 CCR 5192.

PPP HAZ-5 **LBPs.** Demolition activities that have the potential to expose construction workers and/or the public to LBP shall be conducted in accordance with applicable regulations, including, but not limited to:

- Cal/OSHA regulations (CCR Title 8 Section 1532.1)

- CFR (Title 40, Part 745, and Title 29, Part 1926)
- U.S. EPA's Lead Renovation, Repair and Painting Program Rules and Residential Lead-Based Paint Disclosure Program
- Sections 402/404 and 403, and Title IV of the TSCA

4.9.6 Impacts and Mitigation Measures

Impact 4.9-1 ***Would the Project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?***

Level of Significance: Less Than Significant with Mitigation Incorporated (Phase I Project) and Significant and Unavoidable (Phase II Only)

Specific Plan – Phase I

Construction

Project-related construction activities would involve the use of larger amounts of hazardous materials than would Project operation. Construction activities would include the use of materials such as fuels, lubricants, and greases in construction equipment and coatings used in construction. According to the City's Fire Department Hazardous Materials standards, the materials used would be in small quantities or stored in such a manner as to reduce any safety hazards.[12] The use of these materials would also be temporary and short-term or single-use in nature and would cease upon completion of the proposed Project's construction phase. Project construction workers would also be required to conduct the safe handling of hazardous materials use as proposed in **MM HAZ-1**.

Additionally, as with Project operation, the use, storage, transport, and disposal of construction-related hazardous materials would be required to conform to existing laws and regulations. Compliance with applicable laws and regulations governing the use, storage, transportation, and disposal of hazardous materials would ensure that all potentially hazardous materials are used and handled in an appropriate manner and would minimize the potential for safety impacts. For example, all spills or leakage of petroleum products during construction activities are required to be immediately contained, the hazardous material identified, and the material remediated in compliance with applicable state and local regulations for the cleanup and disposal of that contaminant. All contaminated waste would be required to be collected and disposed of at an appropriately licensed disposal or treatment facility. Furthermore, strict adherence to all emergency response plan requirements set forth by SBCFD would be required through the duration of the Project construction phase. Therefore, with implementation of **MM HAZ-1**, hazards to the public or the environment arising from the routine use of hazardous materials during Project construction would be less than significant.

Grading Activities

Grading activities required to develop the Project would involve the disturbance of on-site soils. There is the potential for the discovery of contamination during grading activities, due to potential for chemical

[12] Ontario Fire Department. 2021. *Hazardous Material Information Packet.* https://www.ontarioca.gov/sites/default/files/Ontario-Files/Fire/hazardous_material_information_packet.pdf. (accessed March 2023).

constituents to accumulate in the ponds and become trapped in the sediment (i.e., pesticides, heavy metals, or chemicals).

Contaminated soils encountered during grading would be required to be removed and disposed of off-site in accordance with all applicable regulatory guidelines. The handling and transport of these materials and exposure to contaminated soils for workers and the surrounding environment could result in a significant impact. **MM HAZ-5** would further reduce these risks, as a Phase II subsurface assessment would be required.

Site grading also requires the removal of ASTs, where areas of staining were observed, and septic tanks prior to site development. A demolition permit from San Bernardino County Building & Safety Division would be required to remove the septic tank(s). **MM HAZ-2** and **HAZ-3** would be applied to these activities prior to the commencement of construction activities.

MM HAZ-2 requires a Soil Management Plan that details procedures and protocols for on-site management of soils containing potentially hazardous materials, to be implemented during grading activities on-site to ensure that soils containing residual levels of hydrocarbons or arsenic are properly identified, monitored, and managed during construction. **MM HAZ-3** would require the proper removal and disposal of all ASTs and USTs, such as by a State licenses contractor in compliance with SBCFD regulations, and, in the even that contaminated soils are encountered, a SMP shall be prepared to management contaminated soils during redevelopment.

The historic and current use of the Project site as various agricultural operations – including a dairy-farm and the raising of livestock – may produce methane gas in the subsurface from animal wastes. A methane assessment should be conducted to assess subsurface methane levels across the site. **MM HAZ-4** would be applied in order to minimize risks associated with the risk of methane encountered on the Project site.

Demolition

Demolition of buildings and equipment on-site has the potential to expose and disturb ACMs, PCBs, LBP, and mercury. Project site buildings were constructed prior to bans on ACBMs, PCBs, and LBP coming into effect. Such releases could pose significant risks to persons living and working in and around the Project site, as well as to Project construction workers. Before demolition, a comprehensive ACM survey would be conducted to identify the locations and quantities of ACM in above-ground structures, pursuant to **MM HAZ-6**. **MM HAZ-6** would be incorporated to reduce the risk from ACMs. The removal of hazardous materials, such as PCBs, mercury-containing light ballast, and mold, shall be completed in accordance with applicable regulations pursuant to 40 CFR 761 (PCBs), 40 CFR 273 (mercury-containing light ballast), and 29 CFR 1926 (molds) by workers with the HAZWOPER training, as outlined in 29 CFR 1910.120 and 8 CCR 5192. The removal of LBP material shall be implemented in accordance with CCR, Title 8 Section 1532.1, the CFR (Title 40, Part 745, and Title 29, Part 1926), the U.S. EPA's Lead Renovation, Repair and Painting Program Rules and Residential Lead-Based Paint Disclosure Program, and sections 402/404 and 403, and Title IV of the TSCA.

The potential exposure of construction workers to ACMs, PCBs, LBP, or mercury is a potentially significant impact. Through **MM HAZ-6**, a survey of existing structures prior to demolition will characterize the

potential exposure and further reduce impacts from the potential release of these materials. Additionally, **PPP HAZ-5** would reduce the potential of demolition activities to expose construction workers and/or the public to LBP through compliance with Cal/OSHA regulations, CFR Title 40 and 29, U.S. EPA regulations regarding LBP, and Sections 402/404 and 403, and Title IV of the TSCA.

Operations

Operation of the Project would involve the use of small amounts of hazardous materials, such as industrial and household cleansers, greases, and oils for cleaning and maintenance purposes as well as the storage and periodic application of pesticides, herbicides, and fertilizers, and use of toxic fuels and solvents. The use, storage, transport, and disposal of hazardous materials would be governed by existing regulations of several agencies, including the U.S. EPA, U.S. Department of Transportation, California Division of Occupational Safety and Health, and the San Bernardino County Fire Protection District. Compliance with applicable laws and regulations governing the use, storage, transportation, and disposal of hazardous materials would ensure that all potentially hazardous materials are used and handled in an appropriate manner and would minimize the potential for safety impacts. Additionally, the Project would also be operated with strict adherence to all emergency response plan requirements set forth by the San Bernardino County Fire Protection District. Mandatory compliance with laws and regulations, would ensure that operational impacts would be less than significant.

Specific Plan – Phase II Future Development Areas

Construction and Operations

Refer to Phase I discussion above. The Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals at this time. The future development areas are comprised of Assessor Parcel Numbers (APNs) 1053-281-01, -02, -03, -04, -05, -07, and 1053-211-05 which are characterized by agricultural uses and urban development consisting of a private recreational vehicle facility and a scrap yard. The Phase II future development areas have not been previously subject to a Phase I of the Project. In the absence of a Phase I ESA for the Phase II area, impacts within the Phase II area are not fully known and could be potentially significant. At the time of the project-level CEQA analysis and associated site assessment of the Phase II area, unforeseen site conditions could be discovered that warrant a finding of potentially significant impact. In that case, subsequent CEQA analysis, in the form of a subsequent EIR or EIR Addendum, may be required pursuant to Sections 15162(a) and 15164 of the State CEQA Guidelines. This determination will be made by City staff at the time of future Phase II area site-specific development applications.

Similar to the Phase I area, potential future development under Phase II could result in impacts related to the routine transport, use, or disposal of hazardous materials. However, no specific development is proposed at this time. Any potential future development within the Phase II future development areas would be subject to the City's standard discretionary review process and existing local, state, and federal regulations as described under Regulatory Setting above, including the City Municipal Code and CEQA compliance. In consideration of the above, and with implementation of **MM HAZ-1** through **MM HAZ-6** and compliance with applicable plans, policies, and programs, including the proposed Specific Plan and TOP 2050, potential impacts would be minimized. However, in the absence of a Phase I ESA, current site

conditions relating to hazards and hazardous materials are yet unknown, and impacts could be potentially significant. As mentioned above, a subsequent CEQA analysis may be required should the new information from the Phase I ESA for Phase II show that the Project will have significant impacts relating to hazards and hazardous materials. However, because the extent of impacts within the Phase II area cannot be known at this time, Project impacts relating to hazardous materials within the Phase II area are considered potentially significant and unavoidable even with the implementation of recommended mitigation.

Conclusion

As noted above, the Project is not anticipated to significantly impact the public or the environment through the routine transport, use, or disposal of hazardous materials with mitigation incorporated. However, because the extent of impacts within the Phase II area cannot be known at this time, Project impacts relating to hazardous materials within the Phase II area are considered potentially significant and unavoidable even with the implementation of recommended mitigation.

Mitigation Measures

MM HAZ-1 **Construction period testing.** Construction at the Project site shall be conducted under a Project-specific Construction Risk Management Plan (CRMP) to protect construction workers, the general public, and the environment from subsurface hazardous materials previously identified and to address the possibility of encountering unknown contamination or hazards in the subsurface. The CRMP shall summarize soil and groundwater analytical data collected on the Project sites during past investigations and during site investigation activities; delineate areas of known soil and groundwater contamination, if applicable; and identify soil and groundwater management options for excavated soil and groundwater, in compliance with local, state, and federal statutes and regulations. The CRMP shall:

- Provide procedures for evaluating, handling, storing, testing, and disposing of soil and groundwater during Project excavation and dewatering activities, respectively.
- Require the preparation of a Project-specific Health and Safety Plan that identifies hazardous materials present, describes required health and safety provisions and training for all workers potentially exposed to hazardous materials in accordance with State and Federal worker safety regulations, and designates the personnel responsible for Health and Safety Plan implementation.
- Require the preparation of a contingency plan that shall be applied should previously unknown hazardous materials be encountered during construction activities. The contingency plan shall include provisions that require collection of soil and/or groundwater samples in the newly discovered affected area by a qualified environmental professional prior to further work, as appropriate. The analytical results of the sampling shall be reviewed by the qualified environmental professional and submitted to the appropriate regulatory agency. The environmental professional shall provide recommendations, as applicable, regarding soil/waste management, worker health and safety training, and

regulatory agency notifications, in accordance with local, state, and federal requirements. Work shall not resume in the area(s) affected until these recommendations have been implemented under the oversight of the County or regulatory agency, as appropriate.

- Designate personnel responsible for implementation of the CRMP. The CRMP shall be submitted to the County for review and approval prior to the issuance of construction and demolition permits.

MM HAZ-2 **Soil Management Plan.** Prior to issuance of a grading permit, the Project applicant shall retain a qualified environmental consultant to prepare a Soil Management Plan that details procedures and protocols for on-site management of soils containing potentially hazardous materials. The SMP would be implemented during grading activities on-site to ensure that soils containing residual levels of hydrocarbons or arsenic are properly identified, monitored, and managed on-site, and include the following:

- A certified hazardous waste hauler shall remove all potentially hazardous soils. In addition, sampling of soil shall be conducted during excavation to ensure that all petroleum hydrocarbon and arsenic impacted soils are removed, and that Environmental Screening Levels (ESLs) for non-residential uses are not exceeded. Excavated materials shall be transported per California Hazardous Waste Regulations to a landfill permitted by the State to accept hazardous materials.
- Any subsurface materials exposed during construction activities that appear suspect of contamination, either from visual staining or suspect odors, shall require immediate cessation of excavation activities. Soils suspected of contamination shall be tested for potential contamination. If contamination is found to be present per the Department of Toxic Substances Control Screening Levels for industrial/commercial land use (DTSCSLi) and the U.S. EPA Regional Screening Levels for industrial/commercial land use (EPARSLi), it shall be transported and disposed of per state regulations to an appropriately permitted landfill.
- The SMP shall include a Health and Safety Plan (HSP) that addresses potential safety and health hazards and includes the requirements and procedures for employee protection; each contractor will be required to have their own HSP tailored to their particular trade that addresses the general project safety requirements. The HSP shall also outline proper soil handling procedures and health and safety requirements to minimize worker and public exposure to hazardous materials during construction.
- The SMP shall be prepared and executed in accordance with South Coast Air Quality Management District (SCAQMD) Rule 1166, Volatile Organic Compound Emissions from Decontamination of Soil. The SMP shall require the timely testing and sampling of soils so that contaminated soils can be separated from inert soils for proper disposal. The SMP shall specify the testing parameters and sampling frequency. Anticipated testing includes total petroleum hydrocarbons (TPH),

volatile organic compounds (VOCs), and semi-volatile organic compounds (SVOCs). During excavation, Rule 1166 requires that soils identified as contaminated shall be sprayed with water or another approved vapor suppressant or covered with sheeting during periods of inactivity of greater than an hour, to prevent contaminated soils from becoming airborne. Under Rule 1166, contaminated soils shall be transported from the project site by a licensed transporter and disposed of at a licensed storage/treatment facility to prevent contaminated soils from becoming airborne or otherwise released into the environment.

- All SMP measures shall be printed on the construction documents, contracts, and project plans prior to issuance of grading permits.
- The SMP would also include procedures for the safe handling and transportation of soils on the Project Site that may impact sensitive receptors such as schools.

MM HAZ-3 Prior to the commencement of any construction-related site activities (clearing, demolition, grading etc.), all above-ground storage tanks (ASTs) and underground storage tanks (USTs) shall be removed. ASTs storing diesel shall be disposed of by a State of California licensed contractor and in compliance with the required San Bernardino County Fire Department (SBCFD) Hazardous Materials Division regulations for tank removals. For stained soils in the vicinity of diesel containing ASTs, as identified in the Phase I Environmental Site Assessment (ESA) dated July 29, 2021 soil samples shall be collected, as directed by the SBCFD inspector, for chemical analysis at a laboratory licensed by the State of California. If contaminated soils are encountered, a soil management plan shall be prepared to manage the stained soils during redevelopment. USTs shall be removed through reviewing available files at the SBCFD and ensuring the proper removal of the UST and a subsurface investigation to determine if the UST had impacted the subsurface.

MM HAZ-4 Prior to the issuance of grading permits, the Project applicant shall conduct testing for the presence of methane on the Project site, in accordance with DTSC methane assessment guidelines. The Project applicant shall prepare a methane gas soil survey and implement grading activity recommendations to the satisfaction of the City Building Department. This survey and recommendation shall include a post-construction soil gas investigation and installation of methane gas mitigation systems where post-grading methane levels exceed 5,000 ppmv, should any such levels occur.

MM HAZ-5 Following drainage of the on-site ponds, the Project applicant shall conduct a limited Phase II subsurface assessment of sediments to evaluate the sediments for chemical risks to human health and the environment. If contamination from dairy and animal-related wastes is encountered at a level above Environmental Screening Levels (ESLs) for non-residential uses, the appropriate environmental agency (Regional Water Quality Control Board, Department of Toxic Substance Control, South Coast Air Quality Management District) shall be notified. Any contamination identified as a result of such testing/sampling shall be investigated and removed or remediated to the satisfaction of the environmental agency and established Regional Screening

Levels with evidence provided to the City, such that there are no residual significant impacts following mitigation. Prior to allowing the commencement of any soil removal or hauling activities at the Proposed Project, the City will review and/or evaluate potential air quality impacts (criteria pollutants and toxic air contaminants from equipment exhaust, earthmoving, and other on-site remedial activities, as applicable) to verify that impacts are properly assessed and disclosed in accordance with CEQA.

MM HAZ-6 Prior to the issuance of a demolition permit for any buildings or structures on-site, the Project applicant shall conduct comprehensive ACM and mercury contamination surveys to identify the locations and quantities of ACM and mercury in above-ground structures. The Project applicant shall retain a licensed or certified asbestos consultant to inspect buildings and structures on-site. The consultant's report shall include requirements for abatement, containment, and disposal of ACM, if encountered, in accordance with the South Coast Air Quality Management District's Rule 1403.

Prior to issuance of a demolition permit of the onsite structure, preparation of a demolition plan for the safe dismantling and removal of building components and debris including a plan for lead and asbestos abatement shall be required. The demolition plan shall be submitted to the City for review and approval prior to commencement of construction activities.

Impact 4.9-2 ***Would the Project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?***

Level of Significance: Less Than Significant with Mitigation Incorporated (Phase I Project) and Significant and Unavoidable (Phase II Only)

Specific Plan – Phase I

Construction

The construction of new developments such as the Project site could result in hazards to the public or the environment through the accidental upset or release of hazardous materials caused by accidental spillage of hazardous materials used during construction phases, or as a result of the exposure of contaminated soil during grading activities. Database searches did not reveal any active USTs. The Project site itself is not on a Cortese list. The closest UST that is listed is a site 1.2 miles away, located at the Chino Road Yard at 7000 Merrill Avenue, Chino, CA 91710, which is currently under military evaluation and the status remains inactive. Additionally, the Project site has been cited or issued violation notices by applicable environmental regulatory agencies for improper use or disposal of hazardous materials; as stated above in ***Section 4.9.2: Environmental Setting***. However, the majority of the violations incurred within the Project site have been brought up to compliance as of 2018. For those that are potentially out of compliance, implementation of **MM HAZ-1** through **MM HAZ-6** would reduce the potential for accidental upset conditions incurred by any present hazards.

Compliance with applicable laws and regulations concerning hazardous materials would ensure that all potentially hazardous materials are used and handled in an appropriate manner and would minimize the potential for safety impacts. For example, all spills or leakage of petroleum products during construction activities are required to be immediately contained, the hazardous material identified, and the material remediated in compliance with applicable regulations, such as RCRA, for the clean-up and disposal of that contaminant. All contaminated waste would be required to be collected and disposed of at an appropriately licensed disposal or treatment facility under SCAQMD Rule 1166. Furthermore, strict adherence to all emergency response plan requirements set forth by San Bernardino County Fire Protection District would be required through the duration of the Project construction phase. Project construction workers would also be required to conduct safe handling of hazardous materials as proposed in **MM HAZ-1**. Implementation of **MM HAZ-1** through **MM HAZ-6** will further reduce the potential for accidental upset conditions by conducting additional site investigations to quantify, manage and mitigate hazardous materials conditions on the site. As a result, with the implementation of mitigation measures, impacts would be less than significant.

Operations

Operation of the Project site would involve typical hazardous materials and chemicals such as solvents and cleaning products associated with operation of business park, commercial, and residential development. Hazardous chemicals such as pesticides and herbicides would be associated with landscaping activities. As discussed in *Impact 4.9-1* above, any routine transport, use, and disposal of these materials during business park operations must adhere to Federal, State, and local regulations for transport, handling, storage, and disposal of hazardous substances. Prior to Project approval, a Hazardous Materials Business Plan (MBP) may also be required for approval to show conformance with all applicable materials handling protocols. Adherence to these regulations is overseen and enforced by the SBCFD.

Furthermore, routine cleaners and solvents contain such low quantities of liquid and material that they do not pose a significant threat related to the release of hazardous materials into the environment. Additionally, the Project would require various outdoor landscape maintenance activities. These demands would include the storage of, and periodic application of pesticides, herbicides, and fertilizers. If equipment needed for landscaping are used and housed on-site, the Project may require the storage and of fuels and solvents on-site. Use of this type of equipment and listed materials are common to such facilities and compliance with existing regulations regarding their use would be sufficient to reduce potential impacts to a less than significant. Compliance with the applicable regulatory framework would ensure Project operations would not create a significant hazard due to the use of routine hazardous materials such as cleaners, solvents, and pesticides related to landscaping. A less than significant impact would occur in this regard.

Specific Plan – Phase II Future Development Areas

Construction and Operations

Refer to Phase I discussion above. The Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals at this time. These potential impacts are anticipated to be similar to that described above for the Project site. The Phase II future development areas would be

subject to **MM HAZ-1** through **MM HAZ-6**, as well as other applicable local, state, and federal regulations as described in the Regulatory Setting section, including the City's standard discretionary review process, the City's municipal code, and CEQA compliance. However, in the absence of a Phase I ESA, current site conditions relating to hazards and hazardous materials are yet unknown, and impacts could be potentially significant. As mentioned above, a subsequent CEQA analysis may be required should the new information from the Phase I ESA for Phase II show that the Project will have significant impacts relating to hazards and hazardous materials. However, because the extent of impacts within the Phase II area cannot be known at this time, Project impacts relating to hazardous materials within the Phase II area are considered potentially significant and unavoidable even with the implementation of recommended mitigation.

Conclusion

As noted above, the Project is not anticipated to create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions with incorporation of **MM HAZ-1** through **MM HAZ-6** and compliance with applicable plans, policies and programs, including the proposed Project Specific Plan and TOP 2050. Impacts would be less than significant.

Mitigation Measures

Reference **MM HAZ-1** through **MM HAZ-6** above.

Impact 4.9-3 ***Would the Project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?***

Level of Significance: Less Than Significant Impacts with Mitigation Incorporated (Phase I Project) and Significant and Unavoidable (Phase II Only)

Specific Plan – Phase I

There are existing schools within one-quarter mile of the Project site. Blue Ribbon Academy located at 7041 Schaefer Avenue is located approximately 158 feet west of the Project site, Options for Youth Charter School located at 7011 Schaefer Avenue approximately 422 feet west of the Project site, and Fern Academy Educational Childcare located at 6921 Schaefer Avenue approximately 950 feet west of the Project site. All nearby educational facilities are within the City of Chino. Euclid Avenue and the Euclid Avenue right-of-way lie between the Project site and these educational facilities.

Construction

The transport of hazardous substances or materials to-and-from the Project site during construction and long-term operational activities would be required to comply with applicable federal, State, and local regulations intended to reduce public safety hazards. Implementation of **MM HAZ-2** would implement a Soil Management Plan that details procedures and protocols for on-site management of soils containing potentially hazardous materials. The SMP would be implemented during grading activities on-site to ensure that soils containing residual levels of hydrocarbons or arsenic are properly identified, monitored, and managed on-site, and would also include procedures for the safe handling and transportation of soils

on the Project Site that may impact sensitive receptors such as schools. As a result, with the implementation of mitigation measures, impacts would be less than significant.

Operations

Operation of the Project would involve the use of small amounts of hazardous materials, such as industrial and household cleansers, greases, pesticides related to landscaping, and oils for cleaning and maintenance purposes. As discussed in *Impact 4.9-2* above, compliance with applicable laws and regulations governing the use, storage, transportation, and disposal of hazardous materials would ensure that all potentially hazardous materials are used and handled in an appropriate manner and would minimize the potential for safety impacts. Due to the nature of the proposed land uses, the Project would not emit hazardous emissions or include the handling of hazardous or acutely hazardous materials, substances, and/or wastes within one-quarter mile of an existing or proposed school.

Refer to ***Section 4.3: Air Quality*** for analysis pertaining to human health risks associated with the Project's air pollutant emissions. As concluded in ***Section 4.3***, the Project's toxic air contaminant emissions (and their associated health risks) would be less than significant with mitigation incorporated to all sensitive receptors, including school children near the Project site and the primary truck travel routes to/from the Project site.

Specific Plan – Phase II Future Development Areas

Construction and Operations

Refer to Phase I discussion above regarding potential impacts. The Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals at this time. No existing or proposed schools are located within one-quarter mile of the Phase II future development areas. The nearest existing school is Options for Youth, a charter school located at 7011 Schaefer Avenue, Chino approximately 0.28-miles northwest of the Phase II future development areas. The Phase II future development areas would be subject to applicable local, state, and federal regulations as described in the Regulatory Setting section, including the City's standard discretionary review process, the City's municipal code, and CEQA compliance. In consideration of the above, a less than significant impact is anticipated. However, in the absence of a Phase I ESA, current site conditions relating to hazards and hazardous materials are yet unknown, and impacts could be potentially significant. As mentioned above, a subsequent CEQA analysis may be required should the new information from the Phase I ESA for Phase II show that the Project will have significant impacts relating to hazards and hazardous materials. However, because the extent of impacts within the Phase II area cannot be known at this time, Project impacts relating to hazardous materials within the Phase II area are considered potentially significant and unavoidable even with the implementation of recommended mitigation.

Conclusion

As noted above, the Project is not anticipated to emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.

Impacts would be less than significant with mitigation and compliance with applicable plans, policies, and programs, including the proposed Project Specific Plan and TOP 2050.[13]

Mitigation Measures

Refer to **MM HAZ-2**.

Impact 4.9-4 ***Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?***

Level of Significance: Less Than Significant with Mitigation Incorporated

The Project site was not identified on the WDS database as an agricultural facility with designated/influent or solid wastes that pose a significant threat to water quality (dairy waste ponds). As noted in *Impact 4.91*, the Project Applicant shall perform a Phase II subsurface assessment, pursuant to **MM HAZ-5** of the sediments after the ponds have been drained. If the Phase II subsurface assessment detects chemical risks to human health and the environment due to sediments in the ponds, the Project Applicant is required to prepare a soils management plan, and any engineering or administrative controls or long-term operations and maintenance plan that is required by DTSC. This is considered a potentially significant impact.

Specific Plan – Phase I

Construction and Operations

The Project site contains areas with artificial, intermittent retention ponds. These dairy effluent ponds are devoid of wetland, riparian scrub, forest, and/or woodland habitats and are not connected or diverted to a natural stream; as discussed in ***Section 4.4: Biological Resources***. However, as an agricultural facility with designated/influent or solid wastes, this can pose a significant threat to water quality (dairy waste ponds). Therefore, with implementation of **MM HAZ-5**, the Project site shall have a Phase II subsurface assessment performed of the sediments after the ponds have been drained. If the Phase II subsurface assessment detects chemical risks to human health and the environment due to sediments in the ponds, the Project applicant is required to prepare a soils management plan, and any engineering or administrative controls or long-term operations and maintenance plan that is required by DTSC. The Project site was not identified on the Waste Discharge System database as a site that would pose a significant threat to water quality.[14] Furthermore, this site is not listed to have any Cortese List items. The nearest active facility to the Project site listed under the DTSC Cortese List is located approximately 1.9 miles north.[15] Lastly, according to the SWRCB Geotracker for leaking underground storage tanks, the Project site is approximately one mile north from an open Clean-up Program Site dedicated to

[13] Ibid.
[14] State Water Resources Control Board. 2023. *Geotracker.* https://geotracker.waterboards.ca.gov/map/?myaddress=California&from=header&cqid=5045819938.
[15] Department of Toxic Substances Control. EnviroStor. 2016. *Sunshine Cleaners – Driftwood Village (60002433).* https://www.envirostor.dtsc.ca.gov/public/profile_report?global_id=60002433.

remediation.[16] Therefore, with incorporation of **MM HAZ-5**, the Project site would not create a significant impact to the public environment.

Specific Plan – Phase II Future Development Areas

Construction and Operations

The Project site was not identified on the Waste Discharge System database as a site that would pose a significant threat to water quality.[17] Furthermore, this site is not listed to have any Cortese List items. The nearest active facility to the Project site listed under the DTSC Cortese List is located approximately 1.9 miles north.[18] Lastly, according to the SWRCB Geotracker for leaking underground storage tanks, the Project site is approximately one mile north from an open Clean-up Program Site dedicated to remediation.[19] Therefore, with incorporation of **MM HAZ-5**, the Project site would not create a significant impact to the public environment.

Refer to discussion for Phase I. The same policies, ordinances, and codes described above would apply to Phase II. As noted above, the Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals at this time. Impacts would be less than significant. [20]

Conclusion

As noted above, the Project is not anticipated to create a significant hazard to the public or the environment due to being located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5. Impacts would be less than significant with mitigation and compliance with applicable plans, policies, and programs, including the proposed Project Specific Plan and TOP 2050.[21]

Mitigation Measures

Reference **MM HAZ-5** above.

Impact 4.9-5 ***For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?***

Level of Significance: Less Than Significant

[16] State Water Resources Control Board. Geotracker. (2021). Retrieved from: https://geotracker.waterboards.ca.gov/map/?myaddress=California&from=header&cqid=5045819938
[17] State Water Resources Control Board. 2023. *Geotracker.* https://geotracker.waterboards.ca.gov/map/?myaddress=California&from=header&cqid=5045819938.
[18] Department of Toxic Substances Control. EnviroStor. 2016. *Sunshine Cleaners – Driftwood Village (60002433).* https://www.envirostor.dtsc.ca.gov/public/profile_report?global_id=60002433.
[19] State Water Resources Control Board. Geotracker. (2021). Retrieved from: https://geotracker.waterboards.ca.gov/map/?myaddress=California&from=header&cqid=5045819938
[20] City of Ontario. 2022. *TOP 2050 Final Supplemental Environmental Impact Report, Section 5.9, Hazards and Hazardous Materials*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf. (accessed April 2023).
[21] Ibid.

As stated previously, the Project site is within the ONT and Chino Airport's airport influence area. However, the Project site is not within the Chino Airport's safety zone, noise impact zone, or airspace protection zone. Additionally, the Project site is not within the ONT safety zone, noise impact zone, or airspace protection zone. Therefore, the Project would not result in a safety hazard or excessive noise for people residing or working in the Project area and impacts would be less than significant.

Specific Plan – Phase I and Phase II Future Development Areas

Construction and Operations

As discussed previously and shown in ***Figures 4.9-1*** and ***4.9-2*** the Project site is within the ONT and Chino Airport's airport influence area. In addition, the Project area is within Zone E of the Chino Airport Land Use Compatibility Zones. Zone E is categorized as other airport environs and prohibits only hazards to flight. Zone E places no requirements on open land, no limit on residential densities, and discourages major spectator-oriented facilities such as sports stadiums, amphitheaters, and concert halls beneath principal flight tracks. In addition, airspace review is required for objects that exceed 100 feet tall. Zone E requirements align with the Project Specific Plan. Furthermore, the maximum building height for the Project is 45 feet in the Business Park district and 55 feet in the Mixed-Use district and the Project does not require ALUCP review. In the San Bernardino County Chino Airport Comprehensive Land Use Plan, the Project site is not within a Safety Zone of the Chino Airport Overlay (Generic Safety Zones for General Aviation Airports from the Caltrans Division of Aeronautics – California Airport Land Use Planning Handbook). Therefore, Project implementation is not required to comply with the criteria of the Chino Airport final composite safety zones.

As noted above, the Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals at this time. Furthermore, the Project site is not within a ONT safety zone, noise impact zone, or airspace protection zone. Therefore, the Project would not result in a safety hazard or excessive noise for people residing or working in the Project area and impacts would be less than significant and no mitigation is required.

Conclusion

As noted above, the Project is not anticipated to result in a safety hazard or excessive noise for people residing or working in the Project area. Impacts would be less than significant with mitigation and compliance with applicable plans, policies, and programs, including the proposed Project Specific Plan and TOP 2050.[22]

Mitigation Measures

No mitigation is necessary.

[22] Ibid.

Impact 4.9-6 Would the Project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Level of Significance: Less Than Significant Impact

Specific Plan – Phase I

Construction and Operations

The Project site does not contain any emergency facilities, nor does it serve as an emergency evacuation route. During construction and long-term operation of the Project, adequate emergency access for emergency vehicles would be maintained along public streets that abut the Project site. Access roads to the site would be constructed throughout the Project site for construction staff/inspectors, construction equipment and materials delivery/removal, and emergency response vehicles. The access roads would be kept or maintained in such condition to allow for the safe passage for emergency response vehicles as discussed in ***Section 4.15: Transportation and Traffic***. The City, as part of its discretionary review process, reviewed the Project's application materials to ensure that appropriate emergency ingress and egress would be available to-and-from the Project site and that circulation on the Project site was adequate for emergency vehicles.

The City has adopted an Emergency Operations Plan to identify evacuation routes, emergency facilities, and City personnel and equipment available to effectively deal with emergency situations. No revisions to the adopted Emergency Operations Plan would be required as a result of the Project.

The nearest fire station is the Chino Valley Fire Department Station 63, located approximately 2 miles south of the site at 7550 Kimball Ave, Chino, CA 91708. Response times at this station would not be impaired by Project implementation because primary access to all major roads would be maintained during construction and operation of the Project.

Because both Project construction and operations would not disrupt or interfere with emergency access to nearby roadways, would not interfere with the City's emergency response plan, and would comply with design standards for emergency services, impacts would be less than significant.

Specific Plan – Phase II Future Development Areas

Construction and Operations

Refer to Phase I discussion above. The Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals at this time. During Phase II construction and long-term operation, adequate emergency access for emergency vehicles would be maintained along public streets that abut the future development areas. Access roads to the site would be constructed throughout the Project site for construction staff/inspectors, construction equipment and materials delivery/removal, and emergency response vehicles. The access roads would be kept or maintained in such condition to allow for the safe passage for emergency response vehicles; as discussed in ***Section 4.15: Transportation and Traffic***. While the structures and associate operations would alter the existing circulation of the site, impacts regarding emergency response plans would be less than significant, as the Project site does not contain any emergency facilities, nor does it serve as an emergency evacuation route. No mitigation is

required other than compliance with applicable plans, policies and programs, including the proposed Project Specific Plan and TOP 2050.[23]

Conclusion

As noted above, the Project is not anticipated to significantly impair implementation of or physically interfere with an adopted emergency response plan. Impacts would be less than significant with mitigation and compliance with applicable plans, policies, and programs, including the proposed Project Specific Plan and TOP 2050.[24]

Mitigation Measures

No mitigation is necessary.

Impact 4.9-7 ***Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?***

Level of Significance: Less Than Significant Impact

Specific Plan – Phase I and Phase II Future Development Areas

Construction and Operations

The Project site is not located within a State Responsibility Area or a very high fire hazard severity zone; see ***Section 7.4: Wildfire*** for additional information. Neither the California Department of Forestry and Fire Protection (CalFire) nor the County of San Bernardino identify the Project site within an area susceptible to wildland fires. The Project site generally consists of agricultural, industrial and/or residential uses, which are generally not associated with wildland fire hazards. Additionally, Project development would remove the existing agriculture and vegetation on site, reducing the risk of any potential fire outbreak. Thus, wildfire is not anticipated to occur on-site that would expose Project occupants, employees, or structures to significant risk of loss, injury or death involving wildfire or the uncontrolled spread of a wildfire. The Project would comply with all applicable local and state regulations related to fire safety, as evaluated through the City's standard development review process. Impacts would be less than significant.

Conclusion

As noted above, the Project is not anticipated to expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires. Impacts would be less than significant with mitigation and compliance with applicable plans, policies, and programs, including the proposed Project Specific Plan and TOP 2050.[25]

[23] Ibid.
[24] Ibid.
[25] Ibid.

Mitigation Measures

No mitigation is necessary.

4.9.7 Cumulative Impacts

Hazards and hazardous waste impacts are typically unique to each site and do not usually contribute to cumulative impacts. Cumulative development projects would be required to assess potential hazardous materials impacts on the development site prior to grading. The Project and other cumulative projects would be required to comply with laws and regulations governing hazardous materials and hazardous wastes used and generated as described previously. Therefore, cumulative impacts related to hazards and hazardous materials would be less than significant after regulatory compliance.

The areas considered for cumulative airport-related hazards impacts are the airport influence areas of ONT and Chino Airport. Some related projects may be proposed within the safety compatibility zones of the ONT and Chino airport influence areas, and thus could expose the nearby population to potential hazards such as aircraft crashes. Airport land use planning agencies for ONT and Chino Airport regulate development within their safety compatibility zones. Related projects proposed within safety compatibility zones would be required to comply with each safety zone's respective land use regulations set forth by the affected agencies. Additionally, the Project would be pursuant to TOP 2050 and would represent a consistent and logical continuation of the existing and planned pattern of development in Ontario, specifically the Ontario Ranch area. The City has long anticipated that this area would transition from dairy/agricultural to urban uses, and the Project Specific Plan is implementing TOP 2050.[26] After regulatory compliance, cumulative impacts would be less than significant.

4.9.8 Significant Unavoidable Impacts

No significant unavoidable impacts related to hazards and hazardous materials have been identified for Phase I of the Project. However, the Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals at this time. Impacts within the Phase II area are not fully known and could be potentially significant. At the time of the project-level CEQA, and associated ESA report of the Phase II area, unforeseen site conditions could be discovered that warrant a finding of potentially significant impact. In that case, a subsequent CEQA analysis, in the form of a subsequent EIR or EIR Addendum, may be required pursuant to Section 15162(a) and 15164 of the State CEQA Guidelines. The determination will be made by City staff at the time of future Phase II area site-specific development applications.

4.9.9 References

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4.10 HYDROLOGY AND WATER QUALITY

4.10.1 Introduction

The purpose of this section is to describe the existing regulatory and environmental conditions related to hydrology and water quality in the vicinity of the Euclid Mixed Use Specific Plan Project (Project), within the City of Ontario (City). This section of the Draft Environmental Impact Report (EIR) identifies potential impacts that could result from the Project. This chapter discusses the changes to existing hydrological conditions and water quality that would occur upon implementation of the Project, and as necessary, recommends mitigation measures to avoid and/or reduce the significance of impacts. Hydrology deals with the distribution and circulation of water, both on land and underground. Water quality deals with the quality of surface water and groundwater. Surface water includes lakes, rivers, streams, and creeks; groundwater is under the earth's surface. Impacts are discussed in terms of the changes that would result from Project implementation and includes analysis of potential violations of water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality; adverse effects on groundwater supplies or substantial interference with groundwater recharge; substantial alterations to existing drainage patterns that result in adverse effects (i.e., substantial erosion or siltation, runoff, or redirected stormflows); increased risk of pollutants due to project inundation; or adverse conflicts with or obstructions to the implementation of a water quality control plan or sustainable groundwater management plan.

This Section and environmental discussion use information from the following City documents:

- The Ontario Plan 2050
- City of Ontario Municipal Code
- City of Ontario TOP 2050 Final Supplemental EIR

Additionally, the following analysis is based in part on information obtained from:

- Converse Consultants. July 29, 2021. Phase I Environmental Site Assessment Report. (**Appendix F1**)
- JLC Engineering and Consulting, Inc. March 16, 2023. *Hydrology and Hydraulic Report*. (***Appendix G1***)
- JLC Engineering and Consulting Inc. March 16, 2023. *Preliminary Water Quality Management Plan (WQMP)*. (***Appendix G2***)
- JLC Engineering and Consulting, Inc. May 10, 2023. Hydraulic Report in Support of Euclid Avenue Storm Drain (EULD-XIV-1). (**Appendix G3**)
- JLC Engineering and Consulting, Inc. May 10, 2023. Hydraulic Report in Support of Euclid Avenue Storm Drain (EULD-XIV-4). (**Appendix G4**)
- Ontario Municipal Utilities Company. May 2023. Water Supply Assessment and Written Verification of Sufficient Water Supply for the Euclid Mixed Use Specific Plan (File No. PSP22-001). (**Appendix J**)

4.10.2 Environmental Setting

Existing Conditions

Regional Drainage

The City is within the Chino Creek Watershed, which is part of the larger Santa Ana River Watershed. The Chino Creek Watershed encompasses parts of San Bernardino County (County), Riverside County, and Los Angeles County and includes the cities of Rancho Cucamonga, Upland, Montclair, Ontario, Fontana, Chino, and Chino Hills. It drains a basin of approximately 218 square miles from the San Gabriel Mountains to the Santa Ana River near Corona. The watershed is intensely developed for residential, industrial, and agricultural use. As a result, the creek and its tributaries are highly polluted and receive effluent from multiple wastewater treatment plants, storm drains, and agricultural runoff.

Local Drainage

The City is divided into two distinct areas: Old Model Colony (OMC) and New Model Colony, now known as Ontario Ranch (OR). The two areas are generally divided by Riverside Drive. The City presently owns and maintains over 136 miles of storm drains, mostly serving the OMC area of the City. In addition to the City-owned storm drains there are the State-owned storm drains along California Department of Transportation's (Caltrans) Interstate 10 (I-10) and State Route 60 (SR 60) corridors. All the City and State storm drain facilities discharge to regional backbone facilities owned and operated by San Bernardino County Flood Control District (SBCFCD) that are tributary to the U.S. Army Corps of Engineers' (USACE) Prado Flood Control Basin.

The City lies in the western portion of the Santa Ana River's watershed, upstream of the Prado Flood Control Basin. It is in a 277-square-mile area referred to as Zone 1 by SBCFCD. Zone 1 generally slopes towards the south. Four major regional channel systems traverse Zone 1 in a north-south direction; they include San Antonio Channel, Cucamonga Channel, Day Creek Channel, and San Sevaine Channel.

Site Hydrology

The Project site is located in the Upper Santa Ana Valley Groundwater Basin, Chino Subbasin (No. 8-2.01) as determined by the California Department of Water Resources.[1] The subbasin is bounded by the impermeable rocks of the San Gabriel Mountains and the Cucamonga fault to the north; the Rialto- Colton fault to the east; the contact with impermeable rocks forming the Jurupa Mountains and low divides connecting the exposures to the southeast; the contact with impermeable rocks of the Puente Hills and the Chino fault to the south; and the San Jose fault to the west. San Antonio Creek and Cucamonga Creek drain the surface of the subbasin southward to join the Santa Ana River.

The water-bearing units include the alluvial-fan deposits from the Holocene age and the interfingering finer, alluvial-fan deposits and coarser, fluvial deposits from the Pleistocene age. Groundwater recharge occurs by direct infiltration or precipitation on the subbasin floor, by infiltration of surface flow, and by underflow of groundwater from adjacent basins. The five recharge facilities include Deer Creek, Day Creek,

[1] California Department of Water Resources. 2006. *Chino Subbasin.* https://water.ca.gov/-/media/DWR-Website/Web-Pages/Programs/Groundwater-Management/Bulletin-118/Files/2003-Basin-Descriptions/8_002_01_ChinoSubbasin.pdf. (accessed April 2023).

East Etiwanda Creek, San Sevaine Channel, and Victoria Basin. Regional groundwater flow direction was estimated toward the south.[2]

The Project site currently consists of numerous single-family residential structures, an operational dairy farm and irrigated cropland. There are large existing retention ponds that collect surface waste from the dairy farming practices. Current drainage for the southeast portion of the site surface is southerly to a dirt swale adjacent to Merrill Avenue, then westerly to a set of four corrugated steel pipes, then southerly to an earthen channel (Airport Channel) adjacent to Euclid Avenue in the City of Chino. The 25-year and 100-year existing condition peak flow rates from this area are approximately 49.5 cubic feet per second (cfs) and 85.1 cfs, respectively.

Surface Water Quality

Section 303(d) of the 1972 federal CWA requires states to identify water bodies that do not meet water quality objectives and are not supporting their beneficial uses. Each state must submit an updated list, called the 303(d) list, to the U.S. Environmental Protection Agency (U.S. EPA) every two years. In addition to identifying the water bodies that are not supporting beneficial uses, the list also identifies the pollutant or stressor causing impairment and establishes a priority for developing a control plan to address the impairment. The list also identifies water bodies where 1) a Total Maximum Daily Load (TMDL) has been approved by the U.S. EPA and an implementation plan is available, but water quality standards are not yet met, and 2) water bodies where the water quality problem is being addressed by an action other than a TMDL and water quality standards are not yet met.

Currently, stormwater from the Project site discharges to the Airport Channel, which eventually discharges into Prado Park Lake (Prado Basin). This basin is currently listed on the California 303(d) list as a Category 5 water body which is defined as "a water segment where standards are not met and a TMDL is required, but not yet completed, for at least one of the pollutants listed."[3] The water quality impairments listed for the Prado Basin are nutrients and indicator bacteria (pathogens). The available information from the Regional Board 8 indicates a TMDL completion date of 2019 for nutrients. The TMDL for pathogens was approved in 2007.[4]

Groundwater

The City obtains its groundwater from the Chino Groundwater Basin (Chino Basin).[5] The Chino Basin is one of the largest groundwater basins in southern California and consists of approximately 220 square miles, where 80 percent of the basin lies within San Bernardino County, 15 percent within Riverside County, and five percent within Los Angeles County.[6] Due to its sprawling geographical area that extends across multiple jurisdictions, and because groundwater from the Chino Basin is the principal water supply

[2] Converse Consultants. 2021. *Phase I Environmental Site Assessment Report*, Page 16.
[3] State Water Resources Control Board. 2017. *Category 5, 2014 and 2016 303(d) List*. https://www.waterboards.ca.gov/water_issues/programs/tmdl/2014_16state_ir_reports/category5_report.shtml. (accessed April 2023).
[4] State Water Resources Control Board. 2019. *Final California 2014 and 2016 Integrated Report (303(d) List/305 (b) Report*). https://www.waterboards.ca.gov/water_issues/programs/tmdl/2014_16state_ir_reports/00483.shtml#34603. (accessed April 2023).
[5] City of Ontario 2022. TOP *2050 Final Supplemental Environmental Impact Report, Section 5.10 Hydrology and Water Quality*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf. (accessed April 2023).
[6] Chino Basin Water Conservation District. 2021. *The Chino Groundwater Basin.* https://cbwcd.org/387/The-Chino-Groundwater-Basin. (accessed April 2023).

for 20 municipal agencies and approximately 400 agricultural and dairy operations, the Chino Basin serves as an integral part of the regional and Statewide water supply system.[7] The Chino Basin has approximately five million acre-feet of water in storage and an estimated one million acre-feet of additional unused storage capacity. Prior to 1978, the Chino Basin was in overdraft. After 1978, the Chino Basin was managed via adjudication by the Chino Basin Watermaster.[8]

Groundwater quality in Chino Basin is generally good with better quality in the northern portion of the basin where recharge occurs. Generally, salinity, measured as total dissolved solids (TDS) exceeds 500 milligrams per liter (mg/l) and nitrate concentrations exceed 50 mg/l south of Riverside Drive.[9] There also are several groundwater contamination plumes that affect the City of Ontario's groundwater supply. The Project site is not within any of the groundwater contamination plumes.[10]

The Project site is currently agricultural land use, including dairy operations and field crops. The Project site is not connected to the City's water supply and uses an on-site groundwater well for irrigation of crops and other agricultural-related uses.[11] The use of this water supply would cease upon implementation of the Project, and the Project would be connected to the City's municipal water supply.

Flood and Dam Inundation Zones

The Project site is within Federal Emergency Management Act (FEMA) Flood Zone D, as per the FEMA Flood Insurance Rate Map (FIRM) Map No. 06071C8620H and 06071C9335H, effective August 28, 2008.[12] Zone D is an area where there are possible but undetermined flood hazards, as no analysis of flood hazards has been conducted. There are no nearby water bodies or streams that would result in flooding at the Project site.

The site is also located within the dam inundation area for San Antonio Dam, which is a flood control and debris dam on San Antonio Creek. The dam is owned and operated by the USACE.[13]

Seiche

A seiche is an oscillation of a body of water in an enclosed or semi-enclosed basin such as a reservoir, harbor, lake, or storage tank. The Project site is not located near any water storage tanks or reservoirs that would be at risk of seiche during seismic activity. The nearest body of water is the San Antonio Dam, approximately 12 miles to the north. A seiche at San Antonio Dam would cover a much smaller area than

[7] Bureau of Reclamation. Chino Basin Water Bank Strategic Plan. 2018. https://www.usbr.gov/watersmart/watermarketing/docs/applications/2018/Inland%20Empire%20Utilities%20Agency.pdf. (accessed April 2023).
[8] Chino Basin Watermaster. 2021. http://www.cbwm.org/. (accessed April 2023).
[9] City of Ontario. 2022. *TOP 2050 Final Supplemental Environmental Impact Report, Section 5.10 Hydrology and Water Quality*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf. (accessed April 2023).
[10] Chino Basin Watermaster. 2016. *Delineation of Groundwater Contamination Plumes and Point Sources of Concern*. https://www.cbwm.org/docs/engdocs/maps/Exhibit%205-12%20Contamination%20Plumes.pdf. (accessed April 2023).
[11] Converse Consultants. 2021. *Phase I Environmental Site Assessment Report*. (accessed April 2023).
[12] Federal Emergency Management Act. 2020. *National Flood Hazard Layer (NFHL) Viewer*. https://hazards-fema.maps.arcgis.com/apps/webappviewer/index.html?id=8b0adb51996444d4879338b5529aa9cd&extent=-117.81426821289033,33.99346556420189,-117.48193178710954,34.1356709592875. (accessed April 2023).
[13] City of Ontario. 2018. *Hazard Mitigation Plan Figure 4-24: Dam Inundation Areas in Ontario*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Emergency-Management/ReadyOntario/city_of_ontario_2018_hmp.pdf. (accessed April 2023).

a catastrophic failure of the dam and it is highly unlikely that any flood waters would reach the Project site.

Tsunami

A tsunami is a great sea wave produced by undersea disturbances such as tectonic displacement or large earthquakes. The Project site is approximately 30 miles from the ocean and is therefore not at risk of flooding from a tsunami.

4.10.3 Regulatory Setting

Federal

Clean Water Act and National Pollution Elimination Discharge System

The federal Clean Water Act (CWA) establishes regulations to control the discharge of pollutants into the waters of the United States and regulates water quality standards for surface waters (U.S. Code, Title 33 Section 1251 et seq.). Under the act, the U.S. EPA is authorized to set wastewater standards and runs the National Pollutant Discharge Elimination System (NPDES) permit program. Under the NPDES program, permits are required for all new developments that discharge directly into waters of the United States. The federal CWA requires wastewater treatment of all effluent before it is discharged into surface waters. NPDES permits for such discharges in the Project region are issued by the Santa Ana Regional Water Quality Control Board (RWQCB).

Safe Drinking Water Act

The Safe Drinking Water Act (SDWA), the principal federal law intended to ensure safe drinking water to the public, was enacted in 1974 and has been amended several times since it came into law. The Act authorizes the U.S. EPA to set national standards for drinking water, called the National Primary Drinking Water Regulations, to protect against both naturally occurring and man-made contaminants. These standards set enforceable maximum contaminant levels in drinking water and require all water providers in the United States to treat water to remove contaminants, except for private wells serving fewer than 25 people. In California, the State Water Resources Control Board (SWRCB) conducts most enforcement activities. If a water system does not meet standards, it is the water supplier's responsibility to notify its customers.

Federal Emergency Management Agency

FEMA administers the National Flood Insurance Program (NFIP) to provide subsidized flood insurance to communities that comply with FEMA regulations limiting development in floodplains. FEMA also issues FIRMs that identify which land areas are subject to flooding. These maps provide flood information and identify flood hazard zones in the community. The design standard for flood protection is established by FEMA. FEMA's minimum level of flood protection for new development is the 100-year flood event, also described as a flood that has a 1-in-100 chance of occurring in any given year. The Project site is not located within a 100-year floodplain.

State

Porter-Cologne Water Quality Control Act

Under the Porter-Cologne Water Quality Control Act (Water Code Section 13000 et seq.), which was passed in California in 1969 and amended in 2013, the SWRCB has authority over State water rights and water quality policy. This Act divided the state into nine regional basins, each under the jurisdiction of a RWQCB to oversee water quality on a day-to-day basis at the local and regional level. RWQCBs engage in a number of water quality functions in their respective regions. RWQCBs regulate all pollutant or nuisance discharges that may affect either surface water or groundwater. The Project site and the City of Ontario are within the jurisdiction of the Santa Ana RWQCB.

State Water Resources Control Board Construction General Permit

The SWRCB has adopted a Statewide Construction General Permit (CGP) (Order No. 2012-0006-DWQ) for stormwater discharges associated with construction activity. These regulations prohibit the discharge of stormwater from construction projects that include one acre or more of soil disturbance. Construction activities subject to this permit include clearing, grading, and other disturbance to the ground, such as stockpiling or excavation, which results in soil disturbance of at least one acre of total land area. Individual developers are required to submit Permit Registration Documents (PRDs) to the SWRCB for coverage under the NPDES permit prior to the start of construction. The PRDs include a Notice of Intent (NOI), risk assessment, site map, Stormwater Pollution Prevention Plan (SWPPP), annual fee, and a signed certification statement. The PRDs are submitted electronically to the SWRCB via the Stormwater Multiple Application and Report Tracking System (SMARTS) website.

The NPDES CGP requires all dischargers to (1) develop and implement a SWPPP, which specifies best management practices (BMPs) to be used during construction of the project; (2) eliminate or reduce non-stormwater discharge to stormwater conveyance systems; and (3) develop and implement a monitoring program of all specified BMPs. The two major objectives of the SWPPP are to (1) help identify the sources of sediment and other pollutants that affect the water quality of stormwater discharges and (2) to describe and ensure the implementation of BMPs to reduce or eliminate sediment and other pollutants in stormwater as well as non-stormwater discharges.

State Water Resources Control Board Trash Amendments

On April 7, 2015, the SWRCB adopted an Amendment to the Water Quality Control Plan for Ocean Waters of California (Ocean Plan) to Control Trash and Part 1 Trash Provisions of the Water Quality Control Plan for Inland Surface Waters, Enclosed Bays, and Estuaries of California (ISWEBE Plan). Together, they are collectively referred to as "the Trash Amendments." The purpose of the trash amendments is to reduce trash entering waterways Statewide, provide consistency in the SWRCB's regulatory approach to protect aquatic life and public health beneficial uses, and reduce environmental issues associated with trash in State waters. There are two compliance tracks:

- Track 1: Permittees install, operate, and maintain a network of certified Full Capture Systems (FCS) to capture trash in storm drains, located in priority land use areas for municipal systems, and the entire facility for industrial and commercial permit holders

- Track 2: Permittees install, operate, and maintain any combination of controls (structural and/or institutional) anywhere in their jurisdiction as long as they demonstrate that their system performs as well as Track 1

The Trash Amendments provide a framework for permittees to implement its provisions. Full compliance must occur within 10 years of the permit and permittees must also meet interim milestones such as average load reductions of 10 percent per year.

Senate Bill 92

On June 27, 2017, Governor Brown signed Senate Bill (SB) 92 into law, which set forth new requirements focused on dam safety. As part of this legislation, dam owners must now submit inundation maps to the Department of Water Resources (DWR). After the maps are approved, the dam owner must submit an emergency action plan to the California Office of Emergency Services (Cal OES). The dam owner must submit updated plans and inundation maps every 10 years, or sooner under certain conditions. Cal OES will review and approve the emergency action plans. This legislation set forth additional provisions for the emergency action plans including compliance requirements, exercises of the plan, and coordination with local public safety agencies (Cal OES 2019).

California Water Code Section 13751

In 1949, the California Legislature concluded that collecting information on newly constructed, modified or destroyed wells would be valuable in the event of underground pollution, and would also provide geologic information to better manage California's groundwater resources. Section 13751 of the Water Code requires Well Completion Reports (WCR) forms to be filed with DWR within 60 days from the date that construction, alteration, abandonment, or destruction of a well is completed. Completed WCR forms are sent to the DWR Region Office whose boundaries include the area where the well is located.

Regional

Santa Ana River Basin Water Quality Control Plan (Basin Plan)

The Basin Plan establishes water quality standards for the ground and surface waters of the region and includes an implementation plan describing the actions by the Santa Ana RWQCB and others that are necessary to achieve and maintain the water quality standards. The Santa Ana RWQCB regulates waste discharges to minimize and control their effects on the quality of the region's ground and surface water. Permits are issued under various programs and authorities. The terms and conditions of these discharge permits are enforced through a variety of technical, administrative, and legal means. Water quality problems in the region are listed in the Basin Plan, along with the causes of the water quality problems, if known. For waterbodies with quality below the levels necessary to allow all the beneficial uses of the water to be met, plans for improving water quality are included. The latest update for the 1995 Basin Plan was issued in February 2016.

San Bernardino County Regional Municipal Separate Stormwater Sewer System (MS4) Permit

Within the San Bernardino County area of the Santa Ana River Basin, management and control of the municipal separate storm sewer system (MS4) is shared by a number of agencies, including the SBCFCD,

San Bernardino County, and the cities of Big Bear Lake, Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Lom a Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, and Yucaipa.

On January 29, 2010, the Santa Ana RWQCB issued an area wide MS4 permit to the County and municipalities in San Bernardino County. Waste discharge requirements for stormwater entering municipal storm drainage systems are set forth in the MS4 permit, Order No. R8-2010-0036, NPDES No. CAS618036. This permit expired on January 29, 2015. On August 1, 2014, the SBCFCD submitted a Report of Waste Discharge (ROWD) on behalf of San Bernardino County and the 16 incorporated cities within San Bernardino County. The submitted ROWD serves as the permit renewal application for the fifth term MS4 permit for San Bernardino County.

San Bernardino County Stormwater Program

The Technical Guidance Document for Water Quality Management Plans (WQMPs) for the Santa Ana Region of San Bernardino County is the guidance document for the Project's stormwater design in compliance with Santa Ana RWQCB requirements for Priority Projects or Transportation Projects. The MS4 Permit requires that a preliminary project-specific WQMP be prepared for review early in the project development process and that a Final WQMP be submitted prior to the start of construction. A project-specific WQMP is required to address the following:

- Develop site design measures using Low Impact Development (LID) principles
- Establish project-specific design capture volume (DCV) and applicable Hydrologic Conditions of Concern (HCOC) requirements
- Evaluate feasibility of on-site LID BMPs
- Maximum hydrologic source control, infiltration, and biotreatment BMPs
- Select applicable source control BMPs
- Address post-construction BMP maintenance requirements

Local

City of Ontario Standard Conditions of Approval for New Development

- SC 3.66: A hydrology study and drainage analysis, prepared in accordance with the San Bernardino County Hydrology Manual and the City of Ontario's Standards and Guidelines, and signed by a Civil Engineer registered in the State of California, shall be submitted to the Engineering Department prior to Grading Plan approval. Additional drainage facilities may be required as a result of the findings of the study.
- SC 3.68: Prior to Grading Plan approval and the issuance of a grading permit, an Erosion and Sediment Control Plan shall be submitted to, and approved by, the Engineering Department. The Erosion and Sediment Control Plan shall identify the Best Management Practices (BMPs) that will be implemented by the Project during construction in order to reduce the discharge of sediment and other pollutants into the City's storm drain system.

- SC 3.69: Prior to Grading Plan approval and the issuance of a grading permit, a completed WQMP shall be submitted to, and approved by, the Engineering Department. The WQMP shall be submitted using the San Bernardino County Stormwater Program's model template and shall identify all Post Construction, Site Design, Source Control, and Treatment Control BMPs that will be incorporated into the Project, in order to minimize the adverse effects on receiving waters.

City of Ontario Master Plan of Drainage

The City of Ontario's Master Plan of Drainage (MPD) is a planning level drainage study that includes the following:

- Update and evaluation of inventory and capacities of the existing City-owned storm drain facilities.
- Preparation of hydrology studies to quantify peak flow rates for runoffs during major storm events, which are based on built-out conditions as per the Land Use Plan adopted by City Council on January 27, 2010, and the Ontario Plan.
- Identification and quantification of upgrades to existing City-owned storm drain systems to provide adequate flood protection and mitigate development impacts, based on the City's latest policies and goals.
- Evaluation of alternatives to eliminate drainage deficiencies using the existing facilities to the maximum extent.
- Development of a master plan that establishes preliminary alignment and sizes for recommended future backbone drainage facilities that will ensure adequate flood protection.
- Development of project costs and prioritization for the implementation of the recommended master plan facilities.

City of Ontario General Plan – The Ontario Plan 2050

The Ontario Plan 2050 (TOP 2050) Environmental Resources and Safety Elements contains policies and goals addressing stormwater infrastructure.

The following policy contained in the Environmental Resources Element is relevant to the Project:

Environmental Resources Element[14]

Goal ER-1 **A reliable and cost-effective system that permits the City to manage its diverse water resources and needs.**

Policy ER-1.4 **Supply-Demand Balance:** We require that available water supply and demands be balanced.

Policy ER-1.6 **Urban Run-off Quantity:** We encourage the use of low impact development strategies to intercept run-off, slow the discharge rate, increase infiltration and ultimately reduce discharge volumes to traditional storm drain systems.

[14] City of Ontario. (2022). *TOP 2050 Environmental Resources Element*. https://www.ontarioca.gov/about-ontario-ontario-plan-policy-plan/environmental-resources. (accessed April 2023).

Policy ER-1.7 **Urban Run-off Quality:** We require the control and management of urban run-off, consistent with Regional Water Quality Control Board regulations.

The following policy contained in the Safety Element is relevant to the Project:

Safety Element[15]

Goal S-2 **Minimized risk of injury, loss of life, property damage and economic and social disruption caused by flooding and inundation hazards.**

Policy S-2.1 **Entitlement and Permitting Process:** We follow State guidelines and building code to determine when development proposals require hydrological studies prepared by a State-certified engineer to assess the impact that the new development will have on the flooding potential of existing development down-gradient.

Policy S-2.5 **Stormwater Management:** We maintain the storm drain system to convey a 100-year storm, when feasible, and encourage environmental site design practices to minimize flooding and increase groundwater recharge, including natural drainage, green infrastructure, and permeable ground surfaces.

Policy S-2.6 **Use of Flood Control Facilities:** We encourage joint use of flood control facilities as open space or other types of recreational facilities.

4.10.4 Impact Thresholds and Significant Criteria

State CEQA Guidelines Appendix G contains the Environmental Checklist Form, which includes questions concerning hydrology and water quality. The questions presented in the Environmental Checklist Form have been utilized as significance criteria in this section. Accordingly, the Project would have a significant effect on the environment if it would:

- Project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality;
- Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin;
- Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:
    - Result in substantial erosion or siltation on- or off-site;
    - Substantially increase the rate or amount of surface run-off in a manner which would result in flooding on- or off-site;
    - Create or contribute run-off water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted run-off;

[15] City of Ontario. 2022. *TOP 2050, Safety Element*. https://www.ontarioca.gov/about-ontario-ontario-plan-policy-plan/safetys. (accessed March 2023).

  - Create or contribute run-off water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted run-off; or
  - Impede or redirect flood flows.
- In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation; or
- Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan.

Methodology

A Hydrology and Hydraulics Report (see ***Appendix G1***) and Preliminary WQMP (see ***Appendix G2***) were prepared for the entire 84.1-acre Project site. Hydrology calculations were computed using San Bernardino County Rational Method program (by AES Software). The soil type is "B" per the San Bernardino County Hydrology Manual.[16] The San Bernardino County Small Area Unit Hydrograph Model (also by AES Software) was used for detention calculations.

4.10.5 Plans, Programs, and Policies

PPP HYD-1 The Project will be constructed and operated in accordance with the City's Standard Condition SC 3.66 that requires a hydrology study and drainage analysis be prepared and signed by a California registered civil engineer in accordance with the San Bernardino County Hydrology Manual and the City of Ontario's Standards and Guidelines. Additional drainage facilities may be required after review of the studies by the City.

PPP HYD-2 Any construction shall be regulated by the SWRCB in a manner pursuant to and consistent with applicable requirements contained in the General Permit No. CAS000002, SWRCB Order Number 2009-0009-DWQ. This includes preparation of a SWPPP and an Erosion Sediment and Control Plan, as per the City of Ontario's requirements.

PPP HYD-3 The Project will be constructed and operated in accordance with the San Bernardino County MS4 Permit (Order No. R8-2010-0036, NPDES No. CAS618036 as renewed by the ROWD submitted on August 1, 2014). The MS4 Permit requires new development and redevelopment projects to prepare a preliminary WQMP and a final WQMP to:

- Develop site design measures using LID principles
- Establish Project-specific DCV and applicable HCOC requirements
- Evaluate feasibility of on-site LID BMPs
- Maximize hydrologic source control, infiltration, and biotreatment BMPs
- Select applicable source control BMPs

[16] County of San Bernardino. 1986. San Bernardino County Hydrology Manual. https://www.sbcounty.gov/uploads/DPW/docs/HydrologyManual.pdf. (accessed April 2023).

- Address post-construction BMP maintenance requirements

PPP HYD-4: On-site wells shall be abandoned in compliance with DWR standards and San Bernardino County well permit requirements.

4.10.6 Impacts and Mitigation Measures

Impact 4.10-1 ***Would the Project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?***

Level of Significance: Less than Significant Impact

Specific Plan – Phase I

Construction

Clearing, grading, excavation, and construction activities associated with the Project have the potential to impact water quality through soil erosion and increasing the amount of silt and debris carried in runoff. Additionally, the use of construction materials, such as fuels, solvents, and paints may present a risk to surface water quality. Finally, the refueling and parking of construction vehicles and other equipment on-site during construction may result in oil, grease, or related pollutant leaks and spills that may discharge into the storm drain system.

To minimize these potential impacts, development of the Project would require compliance with the CGP Water Quality Order 2009-0009-DWQ (as amended by Order No. 2010 0014-DWQ and 2012-006-DWQ), which requires the preparation and implementation of a SWPPP. A SWPPP requires the incorporation of BMPs to control sediment, erosion, and hazardous materials contamination of runoff during construction and prevent contaminants from reaching receiving water bodies. The SWRCB mandates that projects that disturb one or more acres of land must obtain coverage under the Statewide CGP. As required by the CGP, prior to the start of construction activities, the Project Applicant must file PRDs with the SWRCB, which includes a NOI, risk assessment, site map, annual fee, signed certification statement, SWPPP, and post-construction water balance calculations. The construction contractor is always required to maintain a copy of the SWPPP at the site and implement all construction BMPs identified in the SWPPP during construction activities. Prior to the issuance of a grading permit, the Project Applicant would be required to provide proof of filing of the PRDs with the SWRCB, which include preparation of SWPPP. Categories of potential BMPs that would be implemented for this Project are described in ***Table 4.10-1: Construction BMPs***.

Table 4.10-1: Construction BMPs

Category	Purpose	Examples
Erosion Controls and Wind Erosion Controls	• Use project scheduling and planning to reduce soil or vegetation disturbance (particularly during the rainy season). • Prevent or reduce erosion potential by diverting or controlling drainage. • Prepare and stabilize disturbed soil areas.	Scheduling, preservation of existing vegetation, hydraulic mulch, hydroseeding, soil binders, straw mulch, geotextile and mats, wood mulching, earth dikes and drainage swales, velocity dissipation devices, slope drains, streambank stabilization, compost blankets, soil preparation/roughening, and non-vegetative stabilization.
Sediment Controls	Filter out soil particles that have been detached and transported in water.	Silt fence, sediment basin, sediment trap, check dam, fiber rolls, gravel bag berm, street sweeping and vacuuming, sandbag barrier, straw bale barrier, storm drain inlet protection, manufactured linear sediment controls, compost socks and berms, and biofilter bags.
Wind Erosion Controls	Apply water or other dust palliatives to prevent or minimize dust nuisance.	Dust control soil binders, chemical dust suppressants, covering stockpiles, permanent vegetation, mulching, watering, temporary gravel construction, synthetic covers, and minimization of disturbed area.
Tracking Controls	Minimize the tracking of soil off-site by vehicles.	Stabilized construction roadways and construction entrances/exits, and entrance/ outlet tire wash.
Non-Storm Water Management Controls	• Prohibit discharge of materials other than stormwater, such as discharges from the cleaning, maintenance, and fueling of vehicles and equipment. • Conduct various construction operations, including paving, grinding, and concrete curing and finishing, in ways that minimize non-stormwater discharges and contamination of any such discharges.	Water conservation practices, temporary stream crossings, clear water diversions, illicit connection/discharge, potable and irrigation water management, and the proper management of the following operations: paving and grinding, dewatering, vehicle and equipment cleaning, fueling and maintenance, pile driving, concrete curing, concrete finishing, demolition adjacent to water, material over water, and temporary batch plants.
Waste Management and Controls (i.e., good housekeeping practices)	Manage materials and wastes to avoid contamination of stormwater.	Stockpile management, spill prevention and control, solid waste management, hazardous waste management, contaminated soil management, concrete waste management, sanitary/septic waste management, liquid waste management, and management of material delivery storage and use.

Source: California Stormwater Quality Association 2003. *Construction BMP Handbook*. https://www.casqa.org/resources/bmp-handbooks. (accessed April 2023).

In addition, the City requires that an erosion and sediment control plan be submitted prior to grading plan approval and the issuance of a grading permit. Implementation of the erosion control plan would address any potential erosion issues associated with the proposed grading and site preparation activities. In addition, implementation of a Soil Management Plan, per **MM HAZ-2**, during grading activities would ensure that soils containing residual level of hazardous materials and vapors (such as hydrocarbons or arsenic) are properly identified, monitored, and managed on-site; refer to ***Section 4.9: Hazards and Hazardous Materials***.

Operations

Once the Project has been constructed, urban runoff could include a variety of contaminants that could impact water quality. Runoff from buildings and parking lots typically contain oils, grease, fuel, antifreeze, by-products of combustion (such as lead, cadmium, nickel, and other metals), as well as fertilizers, herbicides, pesticides, and other pollutants. Precipitation at the beginning of the rainy season may result in an initial stormwater runoff (first flush) with high pollutant concentrations.

According to the Santa Ana RWQCB MS4 permit, this project would be classified as a Priority Development Project because it would create more than 10,000 square feet of impervious surfaces. Therefore, a preliminary WQMP and a final WQMP would be required for the Project under the MS4 Permit. A preliminary WQMP has been prepared by JLC Engineering and Consulting Inc. on March 16, 2023 (see ***Appendix G2***) and a final WQMP would be submitted to the City prior to the start of construction.

The preliminary WQMP for the Project includes the following site design/ LID BMPs:

- Install underground stormwater retention chambers where downstream landscaped areas are limited.
- Install approved Stormwater Drywells in detention areas.
- Construct streets, sidewalks, and parking lot stalls to the minimum widths necessary.

Source control BMPs are designed to minimize the potential for pollutants to come into contact with stormwater, thereby limiting the potential for water quality impacts downstream. A variety of source control BMPs will be incorporated into the Project and implemented during its operation, including the following:

- Minimize non-stormwater site runoff through efficient irrigation system design and controllers.
- Minimize trash and debris in storm runoff in parking lots, and roadways through a regular sweeping program.
- Provide solid roofs overall trash enclosures.
- Provide site occupants/site owners/property managers with a copy of the project WQMP and stormwater BMPs.
- Provide site occupants and employees with education/training materials for operation and maintenance of the stormwater BMPs.

- Install stormwater placards/stenciled messages with a "No Dumping" message on all on-site/off-site storm drain inlets.

Treatment control BMPs (single or in combination) remove pollutants of concern from on-site runoff. The following BMPs are designed to control stormwater pollutants where it is not feasible to install on-site or off-site Site Design/LID BMPs, with the requisite capacity to treat the DCV for identified Pollutants of Concern or where pretreatment of stormwater runoff is required, ahead of infiltration all treatment control BMPs would be designed in accordance with the procedures and spreadsheets provided in the San Bernardino County Technical Guidance Document for WQMPs and include:

- Gravity Separator devices for pretreatment of sediment, trash/litter or Oil & Grease

The preliminary WQMP shows that the Project can treat the full DCV on-site. The DCV would be captured and treated by seven Chemical Mechanical Polishing (CMP) underground detention basins. Stormwater runoff is captured via catch basins that convey the runoff into hydrodynamic separators (Debris Separating Baffle Boxes [DSBB]). The DSBBs consist of settling chambers for separating out larger solids and a media filter cartridge for capturing fine total suspended solids that may contain metals, nutrients, and bacteria. Runoff is then released into the on-site storm drains for eventual discharge into the regional storm drain system.

As specified in the preliminary WQMP, the HCOC requirements are achieved by using LID and hydromodification BMPs. The mitigation volume is approximately 161,261 cu-ft. The total storage volume is 430,485 cu-ft which is greater than the mitigation volume needed. As a result, the mitigation volume has been contained by the proposed BMPs. Thus, operational water quality impacts would be less than significant with the implementation of **PPP HYD-3** and maintenance of the BMPs described above and as specified in the WQMP. Furthermore, the Project would comply with all state, county, and local regulations regarding stormwater runoff during construction and operational phases of the Project. Therefore, water quality standards and waste discharge requirements would not be exceeded, and surface water and groundwater quality would not be degraded. Impacts would be less than significant.

Specific Plan – Phase II Future Development Areas

Construction and Operations

Refer to Phase I discussion above. Note that the Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals for Phase II at this time. Phase II would add to the impervious surfaces within the site when Planning Areas 2B and 3B are completed, which could result in urban runoff which would include a variety of contaminants that could impact water quality. While the Phase II development structures and associated operations would alter the existing hydrological characteristics of the site, impacts associated with water quality would be less than significant, as the Project would not increase the time of concentration and the post-development runoff volume and would

incorporate applicable BMPs. No mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Project Specific Plan and TOP 2050.[17]

Conclusion

As noted above, the Project would not violate water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality with implementation of **PPP HYD-1** through **HYD-3** and compliance with all applicable regulation and permitting. The Project Specific Plan proposes the same land uses as contained in the City's TOP 2050. Impacts would be less than significant. No mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Project Specific Plan and TOP 2050.[18]

Mitigation Measures

No mitigation is necessary.

Impact 4.10-2 ***Would the Project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?***

Level of Significance: Less than Significant Impact

Specific Plan – Phase I

Construction and Operations

The Project site contains several active wells that feed into man-made ponds and channels. In compliance with the Chino Basin Water Master's Well Procedure for Developers, a well use/destruction plan and schedule for all existing private/agricultural wells shall be submitted to the City for approval prior to the issuance of permits for any construction activity. If a private well is actively used for water supply, the Developer shall submit a plan to abandon such well and connect users to the City's water system when available. Wells shall be destroyed/abandoned per the California Water Resource Guidelines and require permitting from County Health Department. Pursuant to **PPP HYD-4,** a copy of such permit and Form DWR 188 Well Completion Form shall be provided to the Development Engineering Department and the Utilities Engineering Department prior to issuance of grading and/or building permits. If the Developer proposes temporary use of an existing agricultural well for purposes other than agriculture, such as grading, dust control, etc., the developer shall make a formal request to the City of Ontario for such use prior to issuance of permits for any construction activity. Upon approval, the Developer shall enter into an agreement with the City and pay any applicable fees as set forth by the agreement. Therefore, with **PPP HDY-4** implemented, construction-related impacts are not anticipated.

As outlined in Draft EIR ***Section 3.0: Project Description***, water service to the Project would be provided by the City, which currently receives approximately 70 to 80 percent of its groundwater supply from the Chino Basin in addition to imported, local, and recycled water provided from the Water Facilities Authority

[17] City of Ontario. 2022. *TOP 2050 Final Supplemental EIR Section 5.10, Hydrology and Water Quality.* https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf. (accessed April 2023).
[18] Ibid.

(WFA), Chino Basin Desalter Authority (CDA), and Inland Empire Utilities Agency (IEUA), respectively. The Chino Basin is one of the largest groundwater basins in southern California, with approximately 5 million acre-feet of water demand in storage and has an unused capacity to store approximately 1 million acre-feet of additional water. Thus, the basin has the capacity to store an additional amount of water similar to the storage capacity of Diamond Valley Lake. The availability of additional storage in the basin allows the City to take advantage of wet years by storing additional water for use in dry years. Ontario participates in the Dry Year Yield (DYY) program with IEUA and Metropolitan Water District (MWD). In addition, the City benefits from recharge of IEUA recycled water, in compliance with Title 22 water quality standards, which can be pumped or stored for future use.

A Water Supply Assessment (WSA) has been prepared (**Appendix J**) to assess water use and water supply information upon total Project buildout (Phase I and Phase II); discussed further in Draft EIR ***Section 4.17: Utilities and Service Systems***. The WSA demonstrates that the Project's projected water demands are generally consistent with those assumed in the City's Urban Water Management Plan. Therefore, due to the availability of water supplies, payment of fees, and ability for the City to meet the Project's water demand, the Project would not substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the Project may impede sustainable groundwater management of the basin.

Specific Plan – Phase II, Future Development Areas

Construction and Operations

Refer to Phase I discussion above. Note that the Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals for Phase II at this time. Phase II would add to the impervious surfaces within the site when Planning Areas 2B and 3B are completed. While the Phase II structures and associate operations would alter the existing hydrological characteristics of the site, impacts associated with sustainable groundwater management of the basin would be less than significant, as the Project would not substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the Project may impede sustainable groundwater management of the basin. No mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Project Specific Plan and TOP 2050.[19]

Conclusion

As noted above, the Project would not substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin. The proposed Project Specific Plan proposes the same land uses as contained in the City's TOP 2050. No mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Project Specific Plan and TOP 2050.[20]

[19] Ibid.
[20] Ibid.

Mitigation Measures

No mitigation is necessary.

Impact 4.10-3 ***Would the Project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would?***

i) Result in substantial erosion or siltation on- or off-site?

ii) Substantially increase the rate or amount of surface run-off in a manner which would result in flooding on- or off-site?

iii) Create or contribute run-off water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted run-off?

iv) Impede or redirect flood flows.

Level of Significance: Less than Significant Impact

Specific Plan – Phase I

Construction and Operations

Construction of the Project would alter the existing drainage pattern of the site, but not in a manner that would result in substantial erosion or siltation. The Project would include the use of an Erosion Control Plan and methods that reduce overall erosion during construction and operation, such as preserving vegetation, soil binders, mulching, soil roughening, and stabilization. Furthermore, this Project will be conditioned to contribute funding to the construction of the Master Planned Euclid Avenue storm drain. The Project area storm drain improvements, shown in ***Figure 3-20: Storm Drain Plan***, are consistent with the facilities specified in Drainage Area XIV of the City Planned Drainage Facilities (refer to ***Figure 3-21: City of Ontario Ultimate Storm Drain System***).

Drainage Area XIV consists of an area approximately 2.8 square miles along the westerly boundary of Ontario Ranch-West. The area is generally bounded by Riverside Drive to the north, Euclid Avenue to the west, Merrill Avenue to the south, and Bon View Avenue to the east. There are no improved drainage facilities other than graded earthen ditches since the majority of the area is currently being used for agriculture. Drainage Area XIV drains to the City of Chino. It discharges to the existing Airport Channel at the intersection of Euclid Avenue and Merrill Avenue. The Airport Channel is an interim facility that runs south along the east side of Euclid Avenue to the Prado Flood Control Basin. The City of Chino's future master-planned storm drain, the Euclid Avenue Storm Drain (Line "I" per City of Chino's Master Plan of Drainage for Subarea 2), would need to be re-evaluated by the City of Chino, to accommodate updated flow rates projected to be discharged from Drainage Area XIV, within the Ontario Ranch area, per this study. In 2003, the Master Plan of Drainage was revised (Revision No. 2) to include Subarea 2 "The Preserve," which identified capacity expansion due to the addition of 8.5 square miles in the southeast area of the City of Chino. The Preserve is encompassed by the City (Ontario Ranch area) to the north, Riverside County to the south and east, and Euclid Avenue to the west. Drainage Basin Areas were added and redefined from the Chino Airport Master Plan and the City's New Model Colony (Ontario Ranch)

Drainage Master Plan. In 2004 and 2007, two unofficial amendments were prepared to update Revision No. 2, which identified revisions necessary for the Drainage Basins B, D, and J, and Drainage Basin G respectively for the ultimate build-out of The Preserve area. On-site drain improvements for the Project would include storm water detention/ retention/ water quality basins, which would capture, treat, and/or gradually release storm water into the downstream public storm drain systems. On-site storm water treatment would incorporate a system of catch basins within each building's parking area. Each storm drain in Ontario Ranch Road, Schaefer Avenue, and Euclid Avenue will be designed with conveyance tributary to a sub-regional full trash capture system such as a debris separating baffle box, continuous deflective system, or an equivalent hydrodynamic separator which has been approved by the SWRCB to satisfy the statewide trash mandate. Each device will be approved by and listed on the Certified Full Capture System List of Trash Treatment Control Devices of the SWRCB. Refer to *Impact 4.10-1* above for discussion regarding the Project's NDPES permitting process. As previously discussed above, the Project's proposed hydrology would include an on-site internal storm drain system that discharges via catch basins to subsurface facilities throughout each on-site truck yard. The treated water would be discharged from the proposed on-site storm drain system into the City's 108-inch storm drain at Euclid Avenue and Eucalyptus Avenue.

There are currently no improved drainage facilities aside from a few on-site detention areas located in the eastern portion of the site. Thus, the Project would include storm drain improvements consistent with the facilities specified in Drainage Area XIV of the City of Ontario Planned Drainage Facilities.

As part of the PM 20016 Project (Ontario Ranch Business Park) storm drain infrastructure is being constructed along Euclid Avenue, Eucalyptus Avenue, Merrill Avenue, Sultana Avenue, Campus Avenue, and Bon View Avenue. The PM 20016 Project was assessed based on the downstream storm drain construction being completed and operational. The existing Master Drainage Plan facilities constructed per PM 20016 are provided in ***Appendix G1*** as Figure 2. Based on the PM 20016 study, upstream projects, including the Euclid Mixed Use Specific Plan Project, are required to mitigate their flows to 80 percent of pre-project levels.

Catch basins located throughout the site would collect runoff. On-site storm drain systems would convey runoff to the following facilities:

- 90-inch storm drain in Euclid Avenue along the western perimeter of the Project site.
- 48-inch to 90-inch storm drain in Schaefer Avenue along the northern perimeter of the Project site.
- 78-inch to 96-inch storm drain in Ontario Ranch Road along the southern perimeter of the Project site.
- 102-inch trunk line in Euclid Avenue south to connect to the existing 108-inch storm drain at Euclid Avenue and Eucalyptus Avenue.

The existing storm drain infrastructure does not have the capacity to accept stormwater flows in excess of the 100-year storm. Based on the existing downstream Master Drainage Plan systems, the Project is required to mitigate on-site runoff to 80% of pre-project levels. According to the unit hydrograph analysis presented by ***Appendix G1***, the peak flow rate for existing conditions on-site is 78.69 cfs. Upon

implementation of the Project, the peak flow rate from the Project site would be 181.58 cfs (alternatively, 149.69 cfs based on the rational method results; provided in ***Appendix G1***). This represents an approximately 131 percent increase from existing conditions. The Project proposes on-site storm drain systems to sufficiently flood protect the project site and provide mitigation for water quality and increased runoff. The Project proposes to construct three drainage systems located to the north, west, and south of the Project site. These drainage facilities will provide the necessary flood protection for the Project. Note that the proposed on-site storm drains would be sized during the Project's final design phase to restrict site discharge such that there would be no negative impact on existing downstream drainage facilities.

The Hydraulic Reports for the Euclid Avenue Strom Drain, provided as ***Appendix G3*** and ***Appendix G4***, concluded that the storm drain improvements located in Euclid Avenue and Schaefer Avenue, associated with the Project, have been accounted for by the City of Ontario Master Drainage Plan and would not impact adversely impact the existing or planned storm drain system.

With the implementation of the **PPP HYD-1** through **HYD-3** which includes SWPPP, Erosion Control Plans, BMPs and storm plan Project features, the Project would not substantially increase the rate or amount of erosion/siltation and surface runoff in a manner that would result in on- or off-site flooding. Additionally, site design LID features and on-site detention facilities would ensure that stormwater runoff does not exceed the capacity of the storm drain system. The calculated stormwater runoff volume for the 100-year storm under post-development conditions would be less than the amount of stormwater runoff for the 100-year storm under existing conditions (refer to *Impact 4.10-1* for more information regarding proposed BMPs). Therefore, this impact would be less than significant.

Specific Plan – Phase II Future Development Areas

Construction and Operations

Refer to Phase I discussion above. Note that the Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals for Phase II at this time. Phase II would add to the impervious surfaces within the site when Planning Areas 2B and 3B are completed. While the Phase II development structures and associate operations would alter the existing hydrological characteristics of the site, impacts associated with the alteration of the existing drainage pattern of the Project would be less than significant, as the Project would include storm drain improvements and would not substantially increase the rate or amount of erosion/siltation. No mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Project Specific Plan and TOP 2050.[21]

Conclusion

As noted above, with implementation of **PPP HYD-1** through **HYD-3**, the Project would not result in substantial erosion or siltation on- or off-site, substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site, create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff, or impede or redirect flood flows. The proposed Project Specific Plan proposes

[21] Ibid.

the same land uses as contained in the City's TOP 2050. No mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Project Specific Plan and TOP 2050.[22]

Mitigation Measures

No mitigation is necessary.

Impact 4.10-4 Would the Project in flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

Level of Significance: Less Than Significant Impact

Specific Plan – Phase I and Phase II Future Development Areas

Construction and Operations

The Project site is not within a 100-year floodplain, as per FEMA FIRM No. 06071C8620H and 06071C9335H, dated August 28, 2008. It is designated as within Zone D, where no analysis of flood hazards has been conducted. However, the Project site is relatively flat and there are no nearby water bodies or streams or other conditions that would result in flooding at the Project site.

The Project site, as well as a large portion of the City, is within the dam inundation zone of San Antonio Dam. The dam is owned and operated by the USACE and functions as a flood control and debris dam for the San Antonio River. Dams in California are monitored and inspected annually by the California Division of Safety of Dams (DSOD). In addition, dam owners are required to maintain Emergency Action Plans (EAPs) that include procedures for damage assessment and emergency warnings. An EAP identifies potential emergency conditions at a dam and specifies preplanned actions to help minimize property damage and loss of life should those conditions occur. EAPs contain procedures and information that instruct dam owners to issue early warning and notification messages to downstream emergency management authorities.

The probability of dam failure is very low, and the City of Ontario has never been impacted by a major dam failure. According to the latest dam inundation map dated February 1986, the arrival time of the first flood wave would be between 8 and 10 hours after the catastrophic failure of the dam and the depth of water is estimated to be approximately two feet. This would provide ample time for implementing evacuation procedures, as specified in the City's 2018 Hazard Mitigation Plan. In addition, the proposed BMPs and LID measures at the Project site would result in the treatment and biofiltration of any floodwaters that enter the site and prevent pollutants from entering the regional storm drain system.

The Project site is also not located near any water storage tanks or reservoirs that would result in a seiche during seismic activity. The Project site is inland and approximately 30 miles from the Pacific Ocean and therefore is not at risk of flooding due to tsunamis. Therefore, impacts associated with the release of pollutants due to inundation would be less than significant.

[22] Ibid.

Note that the Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals for Phase II at this time. While the proposed Phase II development structures and associate operations would alter the existing hydrological characteristics of the site, impacts associated with the release of pollutants due to inundation would be less than significant, as risk of flooding and dam failure is low in the Project area, and risk of flooding due to tsunamis is nonexistent. No mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Project Specific Plan and TOP 2050.[23]

Conclusion

As noted above, the Project would not significantly risk release of pollutants due to project inundation in flood hazard, tsunami, or proximity to seiche zones, as there is a low risk of flooding in the Project area. The proposed Project Specific Plan proposes the same land uses as contained in the City's TOP 2050. Impacts would be less than significant. No mitigation is required other than compliance with applicable plans, policies, and programs, including the proposed Project Specific Plan and TOP 2050.[24]

Mitigation Measures

No mitigation is necessary.

Impact 4.10-5: Would the Project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

Level of Significance: Less Than Significant Impact

Specific Plan – Phase I

Construction and Operations

As discussed throughout the impact analyses of this section, the Project would adhere to all applicable state, regional, and local regulatory framework which would ensure that surface and groundwater quality are not adversely impacted during construction. In addition, implementation of the LID and BMP measures at the site, including hydrodynamic separators, underground detention, and Maxwell drywells would ensure that water quality is not impacted during the operational phase of the Project. As a result, the Project would not obstruct or conflict with the implementation of the Santa Ana River Basin Water Quality Control Plan (refer to *Impact 4.10-1*). On-site groundwater wells would be abandoned per the California DWR Standards and would require a permit from the San Bernardino DEHS and completion of a DWR 188 Well Completion Form (refer to *Impact 4.10-2*).

Upon development, the Project site would be connected to the City's public water supply and there would be no on-site wells for use of groundwater. The City manages both the potable and non-potable supplies to ensure withdrawals from the Chino Groundwater Basin do not exceed the safe yield for the Basin, as per the Chino Basin Watermaster's Optimum Basin Management Program (OBMP). The Chino Basin is listed as "very low" priority pursuant to the Sustainable Groundwater Management Act (SGMA), and therefore is not operating under a Groundwater Sustainability Plan (GSP) pursuant to SGMA. However,

[23] Ibid.
[24] Ibid.

the Chino Basin is an adjudicated basin operating under the OBMP noted above (refer to ***Section 4.17: Utilities and Service Systems*** for more information regarding potable water). As discussed above in *Impact 4.10-1* and *Impact 4.10-2* regarding water quality and groundwater supplies, the Project would meet applicable local and regional water consumption and water quality goals of the OBMP. Therefore, the Project would not obstruct or conflict with the OBMP. With adherence to all applicable regulative framework, and implementation of **PPP HYD-1** through **HYD-4**, impacts would be less than significant.

Specific Plan – Phase II Future Development Areas

Construction and Operations

Refer to Phase I discussion above. Note that the Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals for Phase II at this time. Phase II would add up to 466 residential units within Planning Area (PA) 3B and 204,861 SF of business park uses, as well as open space/non-recreational uses when Planning Area 5 is completed. Upon development, residential uses would be connected to the City's public water supply which withdraws water from the Chino Basin. Per the Phase I discussion above, the Chino Basin is not subject to a GSP, and the Project would not obstruct or conflict with the OBMP. While the structures and associated operations would alter the existing hydrological characteristics of the site, impacts related to the implementation of a water quality control plan or sustainable groundwater management plan would be less than significant. No mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Project Specific Plan and TOP 2050.[25]

Conclusion

As noted above, the Project would not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan. The proposed Project Specific Plan proposes the same land uses as contained in the City's TOP 2050. No mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Project Specific Plan and TOP 2050.[26]

Mitigation Measures

No mitigation is necessary.

4.10.7 Cumulative Impacts

Hydrology and Drainage

The Project would be pursuant to TOP 2050 and would represent a consistent and logical continuation of the existing and planned pattern of development in Ontario, specifically the Ontario Ranch area. The City has long anticipated that this area would transition from dairy/agricultural to urban uses, and the Project Specific Plan is implementing TOP 2050.[27]

[25] Ibid.
[26] Ibid.
[27] Ibid.

Cumulative projects within the Chino Creek Watershed would increase impervious areas and increase stormwater runoff rates. However, all projects within the watershed would be required to comply with all regulative framework and prepare and implement WQMPs that include provisions for the capture and infiltration of runoff or the temporary detention of stormwater runoff in HCOC areas so that post-development runoff discharges do not exceed pre-development runoff rates, in accordance with the NPDES MS4 permit. Thus, no significant cumulative drainage impacts would occur, and Project drainage impacts would not be cumulatively considerable.

Water Quality

Cumulative projects have the ability to generate pollutants during project construction and operation. All construction projects that disturb one acre or more of land would be required to prepare and implement SWPPPs in order to obtain coverage under the statewide GCP. All projects within the watershed would also be required to prepare and implement WQMPs specifying BMPs, including LID measures, which would be applied during project design and project operation to minimize water pollution from project operation. Furthermore, all future development would be required to comply with applicable local, state and federal requirements, as part of the City's discretionary review process. This includes compliance with the City's municipal code, which specifically addresses water quality (Municipal Code Article 5, Construction Requirements). Thus, no significant cumulative water quality impacts would occur, and project water quality impacts would not be cumulatively considerable.

4.10.8 Significant Unavoidable Impacts

No significant unavoidable impacts related to hydrology and water quality have been identified.

4.10.9 References

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JLC Engineering & Consulting, Inc. March 2023. *Hydrology & Hydraulic Report for Euclid Mixed Use Specific Plan*. (***Appendix G1***)

JLC Engineering & Consulting, Inc. March 2023. *Preliminary Water Quality Plan for the Euclid Mixed Use Specific Plan*. (***Appendix G2***)

JLC Engineering and Consulting, Inc. May 10, 2023. *Hydraulic Report in Support of Euclid Avenue Storm Drain (EULD-XIV-1).* (***Appendix G3***)

JLC Engineering and Consulting, Inc. May 10, 2023. *Hydraulic Report in Support of Euclid Avenue Storm Drain (EULD-XIV-4)*. (***Appendix G4***)

Ontario Municipal Utilities Company. May 2023. *Water Supply Assessment and Written Verification of Sufficient Water Supply for the Euclid Mixed Use Specific Plan (File No. PSP22-001).* (***Appendix J***)

State Water Resources Control Board. 2017. *Category 5, 2014 and 2016 303(d) List*. https://www.waterboards.ca.gov/water_issues/programs/tmdl/2014_16state_ir_reports/category5_report.shtml.

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4.11 LAND USE AND PLANNING

4.11.1 Introduction

This section of the Draft Environmental Impact Report (EIR) evaluates potential impacts to land use in the City of Ontario (City) from implementation of the proposed Euclid Mixed Use Specific Plan Project (Project). The analysis in this section is based on the proposed land use designations described in Chapter 3: Development Plan and Chapter 4: Land Use and Development Standards; and Chapter 5: Design Guidelines of the Euclid Mixed Use Specific Plan (Project Specific Plan). The Project, including the Specific Plan, has been evaluated for its consistency with relevant goals and policies in The Ontario Plan (TOP) 2050 and the Southern California Association of Governments' (SCAG) 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS or Connect SoCal).

Potential land use impacts of the Project analyzed in this section of the Draft EIR include those that could result in land use incompatibilities, division of neighborhoods or communities, or interference with other land use plans. Where applicable, mitigation measures are proposed to ensure the application of actions which would minimize or remove land use impacts that are identified as significant.

This Section and environmental discussion use information from the following City documents:

- The Ontario Plan 2050
- City of Ontario Municipal Code
- City of Ontario TOP 2050 Final Supplemental EIR

4.11.2 Environmental Setting

The Project site is in the southwestern portion of the City, immediately north of the City of Chino in San Bernardino County. The proposed Project site is bounded by Schaefer Avenue on the north, Sultana Avenue on the east, Edison Avenue on the south, and Euclid Avenue on the west (See ***Figure 3-2: Local Vicinity Map*** and ***Figure 3-3: Project Boundary***). The Assessor Parcel Numbers (APNs) for this Project are 1053-071-01, -02, -03, -04; 1053-211-01, -02, -05; 1053-281-01, -02, -03, -04, -05, -07, -08; 1053-081-01, -02, -03, -04. The proposed Project consists of a Project specific plan to allow for a business park and mixed-use development on 18 parcels covering 84.1 acres in the City. The development would include up to 290,110 square feet of commercial retail/office uses, up to 466 residential units, and 1,386,777 square feet of business park uses, as described further below. The Project site is anticipated to be developed in two phases within five planning areas (PAs), with only Phase I proposed at a project-level entitlement. Phase I would include PAs 1, 2A, and 3A, proposing the construction of 13 buildings. Cumulatively, the 13 buildings provide 1,000,595 square feet of development, however, this could increase when development proceeds beyond Phase 1 to a maximum amount of up to 1,676,887 square feet, as shown in Table 3-1: Maximum Project Buildout, below. Note that the applicant intends to process a Development Plan and Tentative Parcel Map for the Phase I Project following processing of the Project specific plan.

No development is proposed for the Phase II area at this time. Phase I is expected to start construction in 2024, with an anticipated opening year in 2032. Phase I is depicted in Figure 3-6: Phase I Conceptual Site Plan, and is evaluated at a "project-level" in the EIR. The EIR also evaluates, at a "programmatic" level, potential future development of Phase II, comprised of PAs 2B and PA 3B (no specific development proposals have been identified for the Phase II area). The EIR will evaluate the total maximum allowable development in the Project Specific Plan, which is 1,676,887 square feet of business park and mixed-use land uses, in addition to up to 466 residential units and associated on-site and off-site infrastructure improvements.

Existing Conditions

The 84.1-acre Project site is currently occupied by agricultural uses, including the raising of livestock, dairy farming activities, and a commercial nursery. Dairy farming and agriculture have been the primary uses of the Project site since before the 1930s. The majority of the site exists as fallow or cultivated fields. There is a private recreational vehicle facility in the southwestern portion of the site and a scrap yard at the intersection of Euclid Avenue and Edison Avenue. Numerous single family residential structures, as well as agricultural related buildings and open structures, are located within the Project site. Two Southern California Edison (SCE) easements extend across the Project site. No permanent structures, besides the transmission towers, are located within the SCE easements; however, they have been used for various agricultural uses historically.

Surrounding Land Uses

Existing uses surrounding the Project site are similar to those on the site. Ongoing crop farming is located to the north of the Project site and a vacant property that was a former dairy farm is located to the east of the site. The property to the south is currently utilized for residential, farming, or trucking related uses. North across Schaefer Avenue is an existing dairy farm; south across Edison Avenue is an existing trucking facility; east across Sultana Avenue is vacant land and an existing trucking facility; west across Euclid Avenue, is the City of Chino with existing commercial and residential uses, and a truck/trailer storage (see ***Figure 3-4: Surrounding Land Uses***).

Existing General Plan Land Use Designations and Zoning Classifications

The City's General Plan was comprehensively updated and adopted as TOP 2050 on August 16, 2022. TOP 2050 serves as the City's business plan and includes a long-term vision and a principle-based Policy Plan, which functions as the City's General Plan. TOP 2050 land use designations and the Ontario Municipal Code - Title 9 Development Code (Ontario MC) zoning classifications for the Project site are consistent with the TOP 2050's existing land designations (see ***Figure 3-5: Existing Land Use and Zoning***). The City's TOP 2050 designates the Project site for development of Business Park (BP) (0.6 floor area ratio [FAR]), and Mixed-Use (MU) at 14.0 to 65.0 du/ac; 1.5 FAR office; 1.0 FAR retail.[1]

[1] City of Ontario. 2022. *TOP 2050, Figure LU-01, Official Land Use Plan*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/Land%20Use/Figure%20LU-01%20Official%20Land%20Use%20Plan_0.pdf. (accessed March 2023).

TOP land use designations for the Project site by parcel number are as follows:

- Business Park
  - APNs: 1053-071-01, -02, -03, -04; 1053-211-01, -02, -05; 1053-081-01, -02, -03, -04.
- Mixed-Use
  - APNs: 1053-281-01, -02, -03, -04, -05, -07, -08.

The existing zoning designation is Specific Plan (SP) Zoning District. The SP Zoning District designation requires approval of a specific plan by the City for urban development of the Project site. Specific Plan will be the zoning for the Project site, consistent with TOP 2050.

Additionally, the Phase II portion of the Project site (PA 2B and 3B) where no site-specific development plans have been submitted as of yet, is located within the TOP 2050 South Euclid District Place Type. Lying at the southwest corner of the City, the South Euclid District Place Type is envisioned to develop as a vertically and horizontally mixed-use area to serve the populations of newly developing Ontario Ranch and adjoining communities.[2] The district will include a range of housing types integrated within and alongside retail, commercial, and office uses, as well as public spaces and trails that connect the "Great Park" to Euclid Avenue. The area is intended to be highly walkable with pedestrian-oriented site design and road network and transit stops with amenities.

4.11.3 Regulatory Setting

Regional

Southern California Association of Governments

SCAG is a regional council of governments representing Imperial, Los Angeles, Orange, Riverside, San Bernardino, and Ventura counties, which encompass over 38,000 square miles. SCAG is the federally recognized metropolitan planning organization (MPO) for this region and a forum for addressing regional issues concerning transportation, the economy, community development, and the environment. SCAG is also the regional clearinghouse for projects requiring environmental documentation under federal and state law. In this role, SCAG reviews proposed development and infrastructure projects to analyze their impacts on regional planning programs. As the southern California region's MPO, SCAG cooperates with the South Coast Air Quality Management District (SCAQMD), the California Department of Transportation (Caltrans), and other agencies in preparing regional planning documents. SCAG has developed regional plans to achieve specific regional objectives, as discussed below.

The Specific Plan is considered a project of "regionwide significance" pursuant to the criteria in SCAG's Intergovernmental Review Procedures Handbook (November 1995) and Section 15206 of the state CEQA Guidelines. Therefore, this section addresses the Project's consistency with the applicable SCAG regional planning guidelines and policies.

[2] City of Ontario. (2022). *TOP 2050, Page 107*. https://www.ontarioca.gov/OntarioPlan. (accessed March 2023).

Regional Transportation Plan/Sustainable Communities Strategy

In September 2020, SCAG adopted the 2020–2045 RTP/SCS, a long-range visioning plan that balances future mobility and housing needs with economic, environmental, and public health goals. The 2020-2045 RTP/SCS includes a strong commitment to reduce emissions from transportation sources to comply with Senate Bill (SB) 375, improve public health, and meet the National Ambient Air Quality Standards (NAAQS). This long-range plan, required by the State of California and the federal government, is updated by SCAG every four years as demographic, economic, and policy circumstances change. The RTP/SCS is a living, evolving blueprint for the region's future.

The City is a member jurisdiction of the San Bernardino Council of Governments (SBCOG), and a participating agency in SCAG's 2020-2045 RTP/SCS.

Ontario International Airport Land Use Compatibility Plan

The Project site is within the Ontario Airport Influence Area (AIA). The Ontario International Airport (ONT) Land Use Compatibility Plan (ALUCP) was adopted on April 19, 2011, by the Ontario City Council to promote compatibility with surrounding land uses. The ONT ALUCP provides guidance to local jurisdictions that may be affected by ONT, and the objective of the ALUCP is to avoid future compatibility conflicts. Projects within the Specific Plan boundary shall be required to be consistent with the policies and criteria of the ALUCP for ONT.

Chino Airport Land Use Compatibility Plan

The Project site is within the Chino Airport AIA. The Chino Airport is located approximately one-mile south of the Project site. The City of Chino is currently preparing an ALUCP for Chino Airport which relies on the California Airport Land Use Planning Handbook published by Caltrans Division of Aeronautics. The Chino ALUCP will establish policies and criteria for the four types of compatibility impacts which include safety, noise, airspace protection, and overflight. Projects within the Specific Plan boundary shall be required to be consistent with the policies and criteria of the ALUCP for Chino Airport. The purpose of an ALUCP is to promote peaceful and safe coexistence with the airport's surrounding communities and to identify areas that would be influenced by future airport operations. The ALUCP is intended to:

- Provide for the orderly development of the public use airport and the area surrounding to promote the overall goals and objectives of the California airport noise and to prevent the creation of new noise and safety problems;
- Protect public health, safety, and welfare by ensuring the orderly expansion of airports and the adoption of land use measures that minimize the public's exposure to excessive noise and safety hazards within areas surrounding the airport.

Local

City of Ontario General Plan - The Ontario Plan 2050

The City adopted the TOP 2050 in August 2022, which shows the Project site designated for Business Park, Mixed-Use, and Open Space-Non-recreational uses, consistent with the Specific Plan. In addition, the

Project site is within the ONT and Chino Airport AIA's.[3,4] The existing land use designations, their density or intensity, and intention according to TOP 2050, are described in ***Table 4.11-1: Land Use Designations***.

Included in TOP 2050 is the Policy Plan (General Plan), which is a framework that would guide the City's future growth through the application of policies and goals. TOP 2050 Land Use Element reflects the City's Vision to be a complete community. Through the Land Use Element, the City desires to have distinct neighborhoods and activity centers, corridors, and districts; diversity of residential, employment, retail, entertainment, community, and recreational services; and a world-class airport which are connected through a unified mobility system.

Table 4.11-1: Land Use Designations

Land Use	Dwelling Units per Acre or Floor Area Ratio	Description
Business Park	0.60 FAR	Employee-intensive office uses including corporate offices, technology centers, research and development, "clean" industry, light manufacturing, and supporting retail within a business park. setting.
Mixed-Use – Great Park	14.01 to 65.0 dwelling units per acre 1.5 FAR for office uses 1.0 FAR for retail uses *Subject to Specific Plan.*	The Great Park Mixed Use Areas are envisioned as the southwestern activity centers for citizens of Ontario. These areas accommodate a vertical and horizontal mixture of commercial, office, entertainment, and residential uses all connecting to the Great Park with a pedestrian oriented atmosphere. It is envisioned that the major roads through these Mixed-Use areas are couplets, which are a series of one-way streets that disperse traffic and allow reduced street widths, maximize the sense of community, and emphasize pedestrian accessibility. These Mixed-Use areas are envisioned as low-rise (3-5 stories) with some mid-rise (5-10 stories) near the intersection of Euclid Avenue and Edison Avenue/Ontario Ranch Road.
Open Space – Non-Recreation (OS – NR)[1]	Not Applicable	Open space that includes utility easements, and drainage channels. We desire to realize multiple uses from these open spaces, such as trails, greenways, joint-use recreational amenities, landscaped parkways/medians, parking lots, and nurseries.
Overlays		
ONT Airport Influence Area	Varies	An area in which current or future airport-related noise, overflight, safety, or airspace protection factors may significantly affect land uses or necessitate restriction on those uses. Refer to the Airport Land Use Compatibility Plan for Ontario International Airport.
Chino Airport Influence Area	Varies	An area in which current or future airport-related noise, overflight, safety, or airspace protection factors may significantly affect land uses or necessitate restriction on those Uses. Refer to the Ontario Development Code for Chino Airport land use policies and criteria for development.
Plan Required Overlays		
Ontario Ranch	Per approved individual specific plans	Envisioned as a mixture of residential neighborhoods integrated with areas of high intensity (3-10 stories) employment, retail, service, entertainment, cultural, and residential uses united by a network of greenways/trails, open spaces, amenities, and infrastructure. All

[3] Los Angeles/Ontario International Airport. 2010. *Map 2-1 Compatibility Policy Map: Airport Influence Area*. https://www.ontarioplan.org/wp-content/uploads/sites/4/2015/05/policy-map-2-1. (accessed March 2023).

[4] Riverside County ALUC. (2008). *Map CH-1 Compatibility Map: Chino Airport*. http://www.rcaluc.org/Portals/13/PDFGeneral/plan/newplan/09-%20Vol.%201%20Chino.pdf (accessed March 2023).

Land Use	Dwelling Units per Acre or Floor Area Ratio	Description
		development to be oriented toward or designed to leverage the "Great Park," a linear open space amenity containing active and passive recreational features, gardens, water features, and cultural facilities. Additional direction may be provided through the application of place types and specific plans.

Source: City of Ontario. 2022. *TOP 2050, Table 3-2 Land Use Designations in the City of Ontario*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf (accessed March 2023).
Notes:
1. Some parcels with this designation may fall within a Place Type, which characterize the vision and urban design intent within a specified area. If any portion of a parcel is within a Place Type boundary, as shown in TOP 2050 Figure CD-01, Place Types in the Community Design Element, that parcel is subject to Goal CD-3 and related policies. Projects must demonstrate that they are consistent with the vision and policy intent for the applicable Place Type as defined in TOP 2050 Exhibits CD-02 – CD-09. Link to Community Design Element Urban, Mixed Use, and Transit-oriented Place Types Section.

The following goals and policies contained in the Land Use Element are relevant to the Project:

Land Use Element[5]

Goal LU-1 **A community that has a spectrum of housing types and price ranges that match the jobs in the City and that make it possible for people to live and work in Ontario and maintain a quality of life.**

Policy LU-1.3 **Adequate Capacity**. We require adequate infrastructure and services for all development.

Policy LU-1.4 **Multimodal Mobility**. We require development and urban design, where appropriate, that reduces reliance on the automobile and capitalizes on active transportation, transit, electric vehicles, and multimodal transportation opportunities.

Policy LU-1.6 **Complete Community**. We incorporate a variety of land uses and building types in our land use planning efforts that result in a complete community where residents at all stages of life, employers, workers, and visitors have a wide spectrum of choices of where they can live, work, shop and recreate within Ontario.

Goal LU-4 **Development that provides short-term value only when the opportunity to achieve our Vision can be preserved.**

Policy LU-4.2 **Interim Development**. We allow development in urban, mixed use, and transit-oriented Place Types that is not immediately reflective of our ultimate Vision for the Place Type, provided it can be modified or replaced when circumstances are right to support development aligned with the Place Type Vision. We will not allow development that impedes, precludes, or compromises our ability to achieve our Vision.

Policy LU-4.4 **Shared Infrastructure**. We encourage and facilitate the use of shared infrastructure (including shared or managed parking) in urban, mixed use, and transit-oriented Place Types.

[5] City of Ontario. 2022. *TOP 2050, Land Use Element*. https://www.ontarioca.gov/about-ontario-ontario-plan-policy-plan/land-use. (accessed March 2023).

Goal LU-5 **Integrated airport systems and facilities that minimize negative impacts to the community and maximize economic benefits.**

Policy LU-5.7 **ALUCP Consistency with Land Use Regulations**. We comply with state law that requires general plans, specific plans, and all new development to be consistent with the policies and criteria set forth within an Airport Land Use Compatibility Plan for any public-use airport.

City of Ontario Development Code

The City of Ontario Development Code, Title 9 of the Ontario MC, is designed to promote and protect public health, safety, and general welfare in the community. Development Code Chapter 5, Zoning and Land Use establishes zoning designations and development standards to regulate orderly development. The Project site is zoned as SP District. The SP zoning district was established to accommodate the adoption of Specific Plans pursuant to the Development Code and consistent with all land use designations of the Policy Plan component of the TOP.

4.11.4 Impact Thresholds and Significance Criteria

According to Appendix G of the state CEQA Guidelines, a project would normally have a significant effect on the environment if the project would:

- Physically divide an established community.
- Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect.

Methodology

This analysis analyzes the Project's consistency with regional and local plans, policies and regulations for the purposes of avoiding or mitigating an environmental effect. Specifically, the Project was analyzed with respect to the applicable regional planning guidelines and strategies of SCAG's 2020-2045 RTP/SCS and the City's TOP 2050.

Approach to Analysis

This analysis of impacts on land use and planning components examines the Project's temporary (i.e., construction) and permanent (i.e., operational) effects based on application of the significance criteria/thresholds outlined above. Each criterion is discussed in the context of the Project site and the surrounding characteristics/geography. The impact conclusions consider the potential for changes in environmental conditions, as well as compliance with the regulatory framework enacted to protect the environment.

The baseline conditions and impact analyses are based on review of Project maps and drawings; analysis of aerial and ground-level photographs; and review of various data available in public records, including local planning documents. The determination that a Project component would or would not result in "substantial" adverse effects on land use and planning standards considers the available policies and

regulations established by local and regional agencies and the amount of deviation from these policies in the Project's components.

4.11.5 Plans, Programs, and Policies

Refer to the Project Specific Plan which contains various development standards and design guidelines (see Project Specific Plan Chapter 5, Design Guidelines) that reduce or avoid potentially significant impacts.

4.11.6 Impacts and Mitigation Measures

Impact 4.11-1 Would the Project physically divide an established community?

Level of Significance: No Impact

Specific Plan – Phase I and Phase II Future Development Areas

Construction and Operations

The Project applicant proposes development that would include up to 290,110 square feet of commercial retail/office uses, up to 466 residential units, and 1,386,777 square feet of business park uses. The Project site is anticipated to be developed in two phases within five planning areas (PAs), with only Phase I proposed at a project-level entitlement. The Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals at this time as the Applicant does not own the parcels within the Phase II area (PAs 2B and 3B) and does not have access to the Phase II area at this time. Phase I would include PAs 1, 2A, and 3A, proposing the construction of 13 business park buildings with ancillary office space, approximating 1,386,777 square feet of business park uses and designated open space. Phase I is expected to start construction in 2024, with an anticipated opening year in 2032. Refer to ***Figure 3-6: Phase I Conceptual Site Plan***.

Projects that are typically considered to have the potential to divide an established community include the construction of new freeways, highways, roads, or other uses that physically separate an existing or established neighborhood. As summarized in ***Section 4.11.2: Environmental Setting***, the Project site is developed with existing buildings and structures used for agricultural purposes and does not include an established community and is not currently zoned for residential use.

Project development would not include improvements which would substantially alter existing roadways and transportation corridors in a manner that would cause the removal or separation of existing adjacent communities from important resources and neighboring units. Roadway improvements associated with the Project would also increase transportation efficiency within the Project site and adjacent roadways without degrading the existing neighborhoods. Therefore, the Project would not physically divide an established community and there would be no impact.

Conclusion

As noted above, the Project would not physically divide an established community and there would be no impact. The proposed Project Specific Plan proposes the same land uses as contained in the City's TOP

2050. No mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Project Specific Plan and TOP 2050.[6]

Mitigation Measures

No mitigation is required.

Impact 4.11-2 ***Would the Project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?***

Level of Significance: Less Than Significant

Specific Plan – Phase I and Phase II Future Development Areas

Construction and Operations

The 84.1-acre Project site's proposed business park and mixed-use is consistent with the Project site's TOP 2050 land use designation. The Project Specific Plan would provide a land use plan, circulation plan, streetscape plan, infrastructure service plan, grading plan, maintenance plan, phasing plan, design guidelines, development regulations, and implementation measures to guide the development of the Project site. The Project would include up to 290,110 square feet of commercial retail/office uses, up to 466 residential units, and 1,386,777 square feet of business park uses. The Project site is anticipated to be developed in two phases within five PAs. The Business Park designation would allow for employee-intensive office uses including corporate offices, technology centers, research and development, "clean" industry, light manufacturing, and supporting retail within a business park setting. The Mixed-Use designation would accommodate a vertical and horizontal mixture of commercial, office, entertainment, and residential uses with a pedestrian oriented atmosphere.

Below is an evaluation of the Project's consistency with applicable plans and policies that have been adopted for the purpose of avoiding or mitigating an environmental effect.

Southern California Association of Governments RTP/SCS Compatibility

The Project is considered a project of regionwide significance pursuant to the criteria outlined in SCAG's *Intergovernmental Review Procedures Handbook* (November 1995) and state CEQA Guidelines Section 15206, because it would involve a net increase of over 500,000 square feet of business establishment. Therefore, a consistency analysis with the applicable regional planning guidelines and strategies of SCAG's 2020-2045 RTP/SCS is required. ***Table 4.11-2: Consistency with SCAG's 2020-2045 RTP/SCS Goals****,* provides an assessment of the Project's consistency with the recently adopted 2020-2045 RTP/SCS (Connect SoCal) goals. The RTP/SCS goals are directed toward transit, transportation and mobility, and protection of the environment and health of residents. Consistency with SCAG population growth projections is addressed separately in ***Section 4.13: Population and Housing***. The consistency

[6] City of Ontario. 2022. *TOP 2050 Final Supplemental Environmental Impact Report, Section 5.11, Land Use*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf. (accessed March 2023).

analysis below focuses on the broad, policy-oriented goals of the 2020-2045 RTP/SCS to determine the Project's consistency with the RTP/SCS.

Table 4.11-2: Consistency with SCAG's 2020-2045 RTP/SCS Goals

RTP/SCS Goal	Project Consistency
RTP/SCS G1: Encourage regional economic prosperity and global competitiveness**.**	**Consistent:** The Project's objective is to create an economic engine to drive future growth in the City and the County, spur infrastructure improvements in the area, and implement the Specific Plan vision. The Project would allow for the development of urban uses on currently underutilized land.
RTP/SCS G2: Improve mobility, accessibility, reliability, and travel safety for people and goods.	**Consistent:** Implementation of the Project would include roadway improvements and other major infrastructure investments that would ensure that mobility accessibility for people and goods would be maximized. The vehicular and pedestrian improvements in the Project area would be implemented and maintained to meet the needs of employees and customers.
RTP/SCS G3: Enhance the preservation, security, and resilience of the regional transportation system.	**Consistent:** All modes of public and commercial transit throughout the Project area would be required to follow safety standards set by state, regional, and local regulatory documents. For example, sidewalks must follow precautions established in the Development Code. The Project would not remove or alter in a reductive manner access to the local public transportation near the Project site, including Euclid Omnitrans Bus Route 83.
RTP/SCS G4: Increase person and goods movement and travel choices within the transportation system.	**Consistent:** The Project would involve transportation improvements in the form of improvements to nearby streets. These improvements to Euclid Avenue, Edison Avenue, Schaefer Avenue, and Sultana Avenue would increase the efficiency of the streets after implementation of the Project. Further discussion regarding transportation impacts stemming from the implementation of the Project are discussed in ***Section 4.15, Transportation and Traffic***.
RTP/SCS G5: Reduce greenhouse gas emissions and improve air quality.	**Consistent:** Discussion regarding reduction in greenhouse gas (GHG) emissions can be found in ***Section 4.8, Greenhouse Gas Emissions***. Discussion regarding improvements to air quality can be found in ***Section 4.3, Air Quality***. The reduction of energy use, improvement of air quality, and promotion of more environmentally sustainable development would be encouraged through the existing and proposed alternative transportation modes, sustainable building and landscaping design techniques, and other best management practices for structures and non-structures. In addition, it is anticipated that less emissions would occur due to the mixed-use nature of the Project, which encourages an environment that is accessible through walkability and other sustainable alternatives. Further, the Project is within walking distance of the Euclid Omnitrans Bus Route 83. Omnitrans Bus Route 83 directly connects the site to the cities of Chino and Upland and to several stops in Ontario as well as the Chino Transit Center and Ontario Civic Center Transfer Station.

RTP/SCS Goal	Project Consistency
RTP/SCS G6: Support healthy and equitable communities.	**Consistent:** The Project would be constructed to current building codes and state and Federal requirements including CALGreen Code.
RTP/SCS G7: Adapt to a changing climate and support an integrated regional development pattern and transportation network.	**Consistent:** The Project would construct new roads, infrastructure, and buildings to support uses consistent with the 2020-2045 RTP/SCS and consistent with current building codes and state and Federal requirements including CALGreen Code. This includes electric vehicle (EV) Parking spaces, energy-efficient buildings, and use of construction and grading equipment that complies with current air quality standards, etc. See ***Section 4.3, Air Quality; 4.8, Green House Gas Emissions;*** and ***Section 4.15, Transportation and Traffic***.
RTP/SCS G8: Leverage new transportation technologies and data-driven solutions that result in more efficient travel.	
RTP/SCS G9: Encourage development of diverse housing types in areas that are supported by multiple transportation options.	**Consistent:** The TOP 2050 land use and zoning designations for the Project site are for Business Park and Mixed-Use which would allow for up to 466 residential dwelling units.
RTP/SCS G10: Promote conservation of natural and agricultural lands and restoration of habitats	**Consistent:** The Project would allow for approximately 12 acres of open space designated for non-recreational uses. While no buildings are proposed within this area, it is suitable for uses such as landscape plant nurseries, recreational vehicle and truck/trailer storage and other uses allowed by the City zoning. There are no habitat restoration sites present on the Project site.
Source: SCAG. 2020. *2020-2045 SCAG RTP/SCS Connect SoCal Goals*. https://scag.ca.gov/sites/main/files/file-attachments/0903fconnectsocal-plan_0.pdf?1606001176. (accessed March 2023).	

The Ontario Plan Compatibility

An analysis of the Project's consistency with Citywide goals in the TOP 2050 is provided in ***Table 4.11-3: Consistency with the City of Ontario General Plan (TOP) 2050***. Because CEQA Impact Threshold 4.10-2 emphasizes consistency with land use goals "adopted for the purpose of avoiding or mitigating an environmental effect," ***Table 4.11-3*** focuses on consistency with the City's TOP 2050 Elements that address environmental issues. Goals and policies that do not address environmental effects or are not applicable to the Project are not addressed below. Note that the following TOP 2050 consistency analysis is based upon Project consistency with the City's TOP 2050, which the Project is consistent with.

Table 4.11-3: Consistency with the City of Ontario General Plan (TOP) 2050

General Plan Goals/Policies	Project Consistency
Land Use Element	
Goal LU-1: A community that has a spectrum of housing types and price ranges that match the jobs in the City and that make it possible for people to live and work in Ontario and maintain a quality of life.	
Policy LU-1.1 *Strategic Growth.* We concentrate growth in strategic locations that help create place and identity, maximize available and planned infrastructure, foster the development of transit, and support the expansion of the active and multimodal transportation networks throughout the City.	**Consistent:** The Project encourages concentrated development including high density residential neighborhoods, office and business park employment uses, and retail and mixed-use centers along major arterial roadways where future transit stops, multi-use trails and bikeways are planned. The Project Specific Plan Chapter 5, Design Guidelines encourage site planning criteria and architectural standards to create a unique and cohesive aesthetic character for the Project area.

General Plan Goals/Policies	Project Consistency
Policy LU-1.2 *Sustainable Community Strategy.* We integrate state, regional, and local Sustainable Community/Smart Growth principles into the development and entitlement process.	**Consistent:** The Project encourages the efficient use of energy resources in design, product selection, and operational techniques. The Project Specific Plan Chapter 5, Design Guidelines address lighting, bicycle parking, sustainable landscaping, and sustainable design strategies. Landscape provisions require the use of native drought resistant vegetation and shade trees to conserve water and reduce heat islands. The sustainable design strategies include design and construction of energy efficient buildings to reduce air, water, and land pollution and environmental impacts from energy production and consumption. Protecting water quality, reducing runoff, and reducing water demand for landscaping are promoted in the Project Specific Plan Development Plan through the recycled water plan and storm drainage facilities source control and treatment practices.
Policy LU-1.3: *Adequate Capacity.* We require adequate infrastructure and services for all development.	**Consistent:** The Project Specific Plan establishes a Phasing Plan that has been coordinated with affected infrastructure providers and ensures that uses on the Project site would be adequately served. The Specific Plan requires infrastructure development to occur in a timely manner. Potable and recycled water, sewer, fiber optic communications, and storm drain infrastructure improvements that would ultimately serve the Project site are addressed in Section 3, Development Plan of the Project Specific Plan. Infrastructure and services would be consistent with City of Ontario infrastructure master plans and the approved development agreement. Please refer to ***Section 4.17, Utilities and Service Systems,*** for further discussion regarding utility infrastructure.
Policy LU-1.4 *Multimodal Mobility.* We require development and urban design, where appropriate, that reduces reliance on the automobile and capitalizes on active transportation, transit, electric vehicles, and multimodal transportation opportunities.	**Consistent:** The Project Specific Plan requires the construction of multi-purpose trails along Euclid and Schaefer Avenues and public accessible sidewalk along Euclid, Schaefer, Edison, and Sultana Avenues. These improvements are integral elements to create accessibility and mobility within the Project site and surrounding area. The Project Specific Plan requires the location and construction of transit turnouts within the Specific Plan area.
Policy LU-1.5 *Jobs-Housing Balance*. We coordinate land use, infrastructure, and transportation planning and analysis with regional, county, and other local agencies to further regional and subregional goals for jobs-housing balance.	**Consistent:** The Project Specific Plan requires all infrastructure needed to develop the property to be constructed per the City approved master plans as indicated in Section 5 of the Project Specific Plan. The Land Use Plan allows for up to 466 residential units and a variety of employment generating land uses totaling over 1,676,887 square feet to encourage a balance of jobs and nearby housing.
Policy LU-1.6 *Complete Community.* We incorporate a variety of land uses and building types in our land use planning efforts that result in a complete community where residents at all stages of life, employers, workers, and visitors have a wide spectrum of choices of where they can live, work, shop and recreate within Ontario.	**Consistent:** The Project Specific Plan allows for up to 466 residential units and over 1,676,887 square feet of employment generating land uses to accommodate the design of a complete community with a balance of uses to allow a spectrum of choices for future employers, employees, residents, and visitors. The allowable land uses will allow for a balanced plan to support Ontario residents in all stages of life.

General Plan Goals/Policies	Project Consistency
Goal LU2: Compatibility between a wide range of uses and resultant urban patterns and forms.	
Policy LU2.3: *Hazardous Uses*. We regulate the development of industrial and similar uses that use, store, produce or transport toxic substances, air emissions, other pollutants, or hazardous materials.	**Consistent:** Uses within the Project Specific Plan are required to comply with federal, state, and local regulations pertaining to the use, storage, disposal, and transportation of hazardous materials, toxic substances, and other pollutants.
Policy LU2.5: *Regulation of Uses.* We regulate the location, concentration, and operation of uses that have impacts on surrounding land uses.	**Consistent:** The Project Specific Plan land use plan contained in Section 3, Development Plan, utilizes the Business Park designation (Planning Area 1,2A and 2B) and Mixed-Use designation (Planning Area 3A and 3B) to buffer varied existing land uses located across Euclid Avenue within the City of Chino. Project Specific Plan Section 4, Land Use and Development Standards, restricts Planning Area 1, 2A and 2B to smaller buildings along the Euclid frontage. Furthermore, the conceptual site plan for the business park places truck traffic ingress and egress and visible loading docks away from the existing residential uses.
Policy LU2.6: *Infrastructure Compatibility*. We require infrastructure to be aesthetically pleasing and in context with the community character.	**Consistent:** The Project Specific Plan Chapter 5, Design Guidelines are intended to support high-quality development that complements the surrounding community. Landscaped areas and drive entrances will be planned to separate parking areas and keep the parking lot from being the dominant visual element of the site. The Project Specific Plan also establishes landscape setback requirements (Section 4, Land Use and Development Standards) and conceptual streetscape design (Section 5, Design Guidelines) along all roadways within the Specific Plan area to create safe and attractive streets for pedestrians and motorists and ensure cohesive patterns of development.
Policy LU2.9: *Methane Gas Sites.* We require sensitive land uses and new uses on former dairy farms or other methane-producing sites be designed to minimize health risks.	**Consistent:** The Project Specific Plan incorporates into its Implementation Plan (Section 6) requirements for the Project to comply with any mitigation measures identified in the project environmental impact report, including those for soil remediation and proper venting to address the potential existence of methane gases within the Specific Plan area.
Policy LU-2.11 *Context-Aware Transitions and Connections.* We require new development projects and land-planning efforts to provide context-aware and appropriate transitions and connections between existing and planned neighborhoods, blocks, sites, and buildings.	**Consistent:** The Project Specific Plan includes the construction of multi-purpose trails along Euclid and Schaefer Avenues and public accessible sidewalks along Euclid, Schaefer, Edison and Sultana Avenues. These improvements provide transitions and connectivity to existing and planned neighborhoods.
Goal LU-3: Staff, regulations and processes that support and allow flexible response to conditions and circumstances in order to achieve the Vision	
Policy LU-3.1 *Development Standards.* We maintain clear development standards which allow flexibility to achieve our Vision and provide objective standards that ensure predictability and deliver the intended physical outcomes.	**Consistent:** The Project Specific Plan provides development standards intended to address the site and surrounding conditions and achieve the City's overall Vision for urban, mixed use, and transit-oriented land uses.
Goal LU-4: Development that provides short-term value only when the opportunity to achieve our Vision can be preserved.	

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Policy LU-4.1 *Commitment to Vision.* We are committed to achieving our Vision but realize that it may take time and several interim steps to get there	**Consistent:** The Project Specific Plan allows for phased development coordinated with infrastructure improvements. Interim and transitional uses are permitted in order to allow for planned development to occur to achieve the City's long-term Vision for land uses.
Policy LU-4.3 *Infrastructure Timing* We require that the necessary infrastructure and services be in place prior to or concurrently with development.	**Consistent:** The Project Specific Plan requires the construction of all infrastructure needed to develop the property to be constructed per the City approved master plans as indicated in Section 5 of the Specific Plan.
Goal LU-5: Integrated airport systems and facilities that minimize negative impacts to the community and maximize economic benefits.	
Policy LU-5.1 *Coordination with Airport Authorities.* We collaborate with FAA, Caltrans Division of Aeronautics, airport owners, neighboring jurisdictions, and other shareholders in the preparation, update, and maintenance of airport-related plans.	**Consistent:** The Project Specific Plan will comply with all ALUCP requirements for the Ontario and Chino Airports as outlined in Section 2.3 of the Specific Plan and future development will be required to meet all requirements and procedures outlined by airport related governmental agencies and mitigation measures.
Policy LU-5.2 *Airport Planning Consistency.* We coordinate with airport authorities to ensure The Ontario Plan is consistent with state law, federal regulations, and/or adopted master plans, and airport land use compatibility plans for ONT and Chino Airport.	
Policy LU-5.5 *Airport Compatibility Planning for ONT.* We create and maintain the Airport Land Use Compatibility Plan for ONT.	**Consistent:** The Project Specific Plan area is within the Ontario International AIA and the Chino Airport AIA. The Project Specific Plan discusses compliance with the ALUCP requirements for the Ontario Airport and the Chino Airport in Section 2.2, Airport Influence Areas.
Policy LU5.7: *ALUCP Consistency with Land Use Regulations.* We comply with state law that requires general plans, specific plans, and all new development to be consistent with the policies and criteria set forth within an Airport Land Use Compatibility Plan for any public use airport.	
Policy LU-5.8 *Chino Airport.* We will support the creation and implementation of the Airport Land Use Compatibility Plan for Chino Airport.	
Housing Element	
Goal H-1: Stable neighborhoods of quality housing, ample community services and public facilities, well-maintained infrastructure, and public safety that foster a positive sense of identity.	
Policy H-1.2 *Neighborhood Conditions.* We direct efforts to improve the long-term sustainability of neighborhoods through comprehensive planning, provision of neighborhood amenities, rehabilitation and maintenance of housing, and community building efforts.	**Consistent:** The Project Specific Plan allows for up to 466 residential units and recreational open space consistent with The Ontario Plan standards for parks/open space and neighborhood recreational amenities.
Policy H-1.3 *Community Amenities.* We shall provide adequate public services, infrastructure, open space, parking and traffic management, pedestrian, bicycle, and equestrian routes and public safety for	**Consistent:** The Project Specific Plan requires all infrastructure, open space, trails, and bikeways needed to develop the property to be constructed concurrently with future development per the City approved master plans as indicated in Section 3 of the Specific Plan. The Land Use Plan allows for up to 466 residential units.

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neighborhoods consistent with City master plans and neighborhood plans.	
Policy H-1.4 ***Historical Preservation.*** We support the preservation and enhancement of residential structures, properties, street designs, lot configurations, and other reminders of Ontario's past that are considered to be local historical or cultural resources.	**Consistent:** The Project Specific Plan area includes existing buildings that reflect the agricultural history as an important cultural resource of the City; see ***Section 4.5: Cultural Resources*** and ***MM CUL 1 – MM CUL 5***. The Specific Plan provides design guidelines for future buildings in Section 5 that include architectural styles that reinforce the City's rich agricultural history. Future development would comply with City requirements for documenting historical resources and mitigation measures identified in the project EIR.
Goal H-2: Diversity of types of quality housing that are affordable to a range of household income levels, accommodate changing demographics, and support and reinforce the economic sustainability of Ontario.	
Policy H-2.1 ***Corridor Housing.*** We revitalize transportation corridors by encouraging the production of higher density residential and mixed-uses that are architecturally, functionally, and aesthetically suited to corridors.	**Consistent:** The Project Specific Plan includes a Mixed-Use District that will allow up to 466 residential units and a density of 35 to 60 du/ac to be developed along Edison Avenue in close proximity to transit turnouts within the Specific Plan area. The Specific Plan provides design guidelines for future buildings in Section 5 that include architectural styles and building guidelines to provide aesthetically pleasing and functional residential buildings.
Policy H-2.4 ***Ontario Ranch.*** We support a premier lifestyle community in the Ontario Ranch, distinguished by diverse housing, highest design quality, and cohesive and highly amenitized neighborhoods.	**Consistent:** The Project Specific Plan allows for the development of up to 466 high density attached residential units linked to surrounding retail and open space uses by local sidewalks and walkways and master planned trails and bikeways. The Specific Plan provides design guidelines for future residential development in Section 5 that include architectural criteria that establish a high level of design and construction quality and encourage a cohesive neighborhood design character.
Policy H-2.5 ***Housing Design.*** We require architectural excellence through adherence to City design guidelines, thoughtful site planning, environmentally sustainable practices, and other best practices.	**Consistent:** The Project Specific Plan provides design guidelines for future residential development in Section 5 that include site planning considerations, emphasize sustainable design, and establishes architectural criteria to ensure a high level of design excellence.
Goal H-5: A full range of housing types and community services that meet the special housing needs for all individuals and families in Ontario, regardless of income level, age, or other status.	
Policy H-5.2 ***Family Housing.*** We support the development of larger rental apartments that are appropriate for families with children, including, as feasible, the provision of services, recreation, and other amenities.	**Consistent:** The Project Specific Plan allows for the development of up to 466 high density attached residential units that are suited for a range of future buyers or renters including families with children. Future residential development will be required to provide parks at a minimum of 2 acres/1000 residents. The Specific Plan also includes multi-purpose trails along Euclid and Schaefer Avenues and public accessible sidewalks along Euclid, Schaefer, Edison, and Sultana Avenues.
Parks and Recreation Element	
Goal PR-1: A system of safe and accessible parks that meets the needs of the community.	
Policy PR-1.1 ***Access to Parks.*** In all new residential development areas, we strive to provide a park and/or recreational facility within walking distance (¼ mile) of every residence and	**Consistent:** The Project Specific Plan would comply with the City requirement to provide two acres of Park per 1,000 residents onsite and pay an in-lieu fee for the equivalent of three acres of park per 1,000 residents for a total of five acres

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prioritize the establishment of parks in environmental justice areas that do not have adequate access to parks.	per 1,000 residents to ensure that recreational facilities are within walking distance of future residents within the Specific Plan area.
Policy PR-1.5 ***Acreage Standard.*** We strive to provide 5 acres of parkland (public and private) per 1,000 residents	**Consistent:** The Project Specific Plan would comply with the City requirement to provide five acres of Park per 1,000 residents by providing two aces on-site and paying an in-lieu fee for the equivalent of three acres of park per 1,000 residents.
Policy PR-1.6 ***Private Park.*** We expect development to provide a minimum of 2 acres of developed private park space per 1,000 residents.	**Consistent:** The Project Specific Plan would comply with the City requirement to provide two acres of Park per 1,000 residents on-site.
Policy PR-1.9 ***Phased Development.*** We require parks be built in new communities before a significant proportion of residents move in.	**Consistent:** The Project Specific Plan allows for phased development coordinated with required park improvements and payment of in-lieu park fees.
Policy PR-1.12 ***Trails.*** We promote connections between parks and local trails including those managed by other public agencies.	**Consistent:** The Project Specific Plan would comply with the City requirement to provide two acres of Park per 1,000 residents on-site and would develop the public multi-purpose trails along Euclid and Schaefer Avenues along the Project frontage to provided planned connection to Citywide parks and trail systems including the Great Park.
Policy PR-1.14 ***Multi-family Residential Developments.*** We require that new multi-family residential developments of five or more units provide recreational facilities or open space, in addition to paying adopted impact fees.	**Consistent:** The Project Specific Plan would include development standards to provide two acres of Park per 1,000 residents on-site for all types of residential development including multi-family neighborhoods.
Policy PR-1.15 ***Trail Connectivity.*** We strengthen and improve equestrian, bike, and multipurpose trail connections within the City and work to improve trail connections into adjacent jurisdictions.	**Consistent:** The Project Specific Plan would develop the public multi-purpose trails along Euclid and Schaefer Avenues along the Project frontage to provided planned connection to Citywide parks and trail systems including the Great Park.
Environmental Resources Element	
Goal ER-1: A reliable and cost-effective system that permits the City to manage its diverse water resources and needs.	
Policy ER1.3: ***Conservation and Sustainable Water Supply***. We work with regional water providers and users to conserve water and ensure sustainable local water supplies as more frequent droughts reduce long term local and regional water availability.	**Consistent**: The Project Specific Plan incorporates water conservation strategies into its development plan and design guidelines. The use of recycled water to irrigate landscape areas is required consistent with the City of Ontario Recycled Water Master Plan (Section 3, Development Plan). Landscape and irrigation plans are encouraged to use water conservation features such as drought tolerant plant species native to the region and drip irrigation (Section 5, Design Guidelines). The Specific Plan encourages the design and construction of energy-efficient buildings to reduce air, water, and land pollution and environmental impacts from energy production and consumption.
Policy ER1.5: ***Water Resource Management***. Environmental justice areas are prioritized as we coordinate with local agencies to protect water quality, prevent pollution, address existing contamination, and remediate contaminated surface water and groundwater.	**Consistent:** In Section 3.8, Storm Drain Plan, the Specific Plan stipulates that prior to issuance of grading or construction permits, a Storm Water Pollution Prevention Plan (SWPPP) be prepared and approved by the City. The SWPPP will identify and detail appropriate Best Management Practices (BMPs) to prevent pollutant discharge into storm drain systems and

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	natural drainages and aquifers. In addition to the preparation of a SWPPP, a Water Quality Management Plan (WQMP) would be prepared and approved that will enforce long-term BMPs to prevent pollutant discharges into storm drain systems, for the life of the project. Section 5.8.2, Water Quality, requires the provision of on-site landscape swales to collect and treat stormwater run-off.
Policy ER1.6: ***Urban Run-off Quantity***. We encourage the use of low impact development strategies, including green infrastructure, to intercept run-off, slow the discharge rate, increase infiltration, and ultimately reduce discharge volumes to traditional storm drain systems.	**Consistent**: The Project Specific Plan (Section 3.8, Storm Drain Plan) incorporates low impact development strategies including landscape designs that promote water retention; permeable surface designs in parking lots and areas with low traffic; parking lots that rain to landscaped areas to provide treatment, retention, or infiltration; and limited soil compaction during grading.
Policy ER1.7: ***Urban Run-off Quality***. We require the control and management of urban run-off, consistent with Regional Water Quality Control Board regulations.	**Consistent**: In Section 3.8, Storm Drain Plan, the Specific Plan states that prior to issuance of grading or construction permits, a WQMP is required to minimize stormwater runoff and provide on-site opportunities for groundwater recharge integrated into project design and amenities. The grading and drainage of the Specific Plan area would be designed to retain/infilter, harvest and re-use or biotreat surface runoff to comply with the current requirements of the San Bernardino County National Pollutant Discharge Elimination System (NPDES) Stormwater Program's WQMP for significant new development projects.
Policy ER1.8: ***Wastewater Management***. We require the management of wastewater discharge and collection consistent with waste discharge requirements adopted by the Regional Water Quality Control Board.	**Consistent**: In Section 3.6, Sewer Plan, the Specific Plan provides for design of a wastewater system consistent with City and Regional Water Quality Board requirements. The Specific Plan includes a network of new public sewer mains consistent with the City of Ontario's Ultimate Sewer System Plan.
Goal ER-3: Cost-effective and reliable energy system sustained through a combination of low impact buildings, site and neighborhood energy conservation, and diverse sources of energy generation that collectively helps to minimize the region's carbon footprint.	
Policy ER3.1: ***Conservation Strategy***. We require conservation as the first strategy to be employed to meet applicable energy-saving standards.	**Consistent**: The Specific Plan incorporates energy-saving conservation strategies into its design guidelines (Section 5) by addressing lighting, bicycle parking, sustainable landscaping, and energy efficiency. Sustainable design strategies (Section 5.8) include design and construction of energy-efficient buildings to reduce air, water, and land pollution and environmental impacts from energy production and consumption.
Policy ER3.3: ***Building and Site Design***. We require new construction to incorporate energy efficient building and site design strategies, which could include appropriate solar orientation, maximum use of natural daylight, passive solar, and natural ventilation.	**Consistent**: The Project Specific Plan encourages the use of passive design to improve building energy performance through skylights, building orientation, landscaping, and use of select colors.
Policy ER-3.6 ***Generation - Renewable Sources.*** We promote the use of renewable energy sources (e.g., solar, wind, biomass) in public and private sector development.	**Consistent:** The Project Specific Plan promotes renewable energy resource including passive solar collection, subject to consistency with City of Ontario policies and development regulations, within the Business Park and Mixed-Use Districts. Proposed architectural guidelines and development standards

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	encourage siting and orienting building with considerations for solar orientation and buildings with roof designs that allow for passive solar collectors. Residential buildings would be prewired or solar collection improvements.
Goal ER-4: Improved indoor and outdoor air quality and reduced locally generated pollutant emissions.	
Policy ER-4.1 ***Land Use.*** We reduce GHG and other local pollutant emissions through compact, mixed use, and transit-oriented development and development that improves the regional jobs-housing balance.	**Consistent:** The Project Specific Plan allows for up to 466 residential units and a maximum of 1,676,887 square feet of employment generating land uses within the Project area. The Specific Plan included future transit stops and in close proximity to planned transit lines and helps to improve jobs housing balance in the City and the surrounding region with the provision of varied land use alternatives within the Mixed-Use District.
Policy ER-4.3 ***Greenhouse Gases (GHG) Emissions Reductions.*** We will reduce GHG emissions in accordance with regional, state, and federal regulations.	**Consistent:** The Project Specific Plan would comply with the regional, state and Federal laws and regulations to reduce GHG emissions and would require future development projects to comply with all City regulations to reduce GHG emissions and mitigation measures identified in the Project EIR.
Policy ER4.4: ***Indoor Air Quality***. We will comply with state Green Building Codes relative to indoor air quality. We seek funding to improve indoor air quality for households with poor indoor air quality, with priority for lower income households in environmental justice areas.	**Consistent**: The Project Specific Plan requires development projects in the Specific Plan area to comply with the State of California Building Code as adopted and implemented by the City. The Specific Plan's Sustainable Design Strategies (Section 5.8) include the design and construction of energy-efficient buildings to reduce air, water, and land pollution.
Policy ER-4.5 ***Transportation.*** We promote mass transit and non-motorized mobility options (walking, biking) to reduce air pollutant emissions.	**Consistent:** The Project Specific Plan requires the construction of multi-purpose trails along Euclid and Schaefer Avenues and public accessible sidewalks along Euclid, Schaefer, Edison, and Sultana Avenues. The Specific Plan requires the location and construction of transit turnouts within the Specific Plan area. These improvements encourage non-motorized mobility options to reduce air pollutant emissions.
Policy ER-4.8 ***Tree Planting.*** We protect healthy trees within the City and plant new trees to increase carbon sequestration and help the regional/local air quality. We expand the tree canopy in environmental justice areas to enhance air quality and reduce the "heat island" effect.	**Consistent:** The Project Specific Plan would implement the City of Ontario's master street plan including the provision for planting street parkway and median trees and would provide landscape installation, including trees, within all neighborhood edges. Section 5, Design Guidelines include criteria for landscaping parks, open space, and other common areas.
Goal ER-5: Protected high value habitat and farming and mineral resource extraction activities that are compatible with adjacent development.	
ER5.2: ***Entitlement and Permitting Process.*** We comply with state and federal regulations regarding protected species.	**Consistent**. The Project Specific Plan acknowledges that all projects within the Specific Plan area shall comply with any and all mitigation measures of the Project EIR.
Community Economics Element	
Goal CE-1: A complete community that provides for all incomes and stages of life.	
Policy CE1.1: ***Jobs-Housing Balance***. We pursue improvement to the Inland Empire's balance between jobs and housing by promoting job growth that reduces the regional economy's reliance on out-commuting.	**Consistent.** The Project Specific Plan anticipates the creation of jobs in warehousing, logistics, light manufacturing, and administration within the Specific Plan area, which helps improve the region's jobs-housing balance. Actual job creation depends on the type of land uses ultimately developed on the site as a wide range of commercial, office, and business park

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	uses are permitted in the Specific Plan. The Land Use Plan (Section 3.1) implements the vision of The Ontario Plan by providing opportunities for employment in manufacturing, distribution, research and development, service, and supporting retail at intensities designed to meet the demand of current and future market conditions.
Policy CE1.5: *Business Attraction*. We proactively attract new and expanding businesses to Ontario in order to increase the City's share of growing sectors of the regional and global economy.	**Consistent.** The Euclid Specific Plan provides for opportunities for new businesses in the City within the Business Park District and the Mixed-Use District. In Section 3.1, Land Use Plan, the Specific Plan provides for the construction of 1,676,887 square feet of business park, commercial and/or office development in compliance with City and regional planning goals.
Policy CE-1.6 *Diversity of Housing.* We collaborate with residents, housing providers, and the development community to provide housing opportunities for every stage of life; we plan for a variety of housing types and price points to encourage the development of housing supportive of our efforts to attract business in growing sectors of the community while being respectful of existing viable uses.	**Consistent:** The Project Specific Plan allows for the development of up to 466 high density attached residential units within the Mixed-Use District. This would add to the housing diversity and choices for ownership or rental housing within the Ontario Ranch to accommodate people who live and/or work in the City.
Policy CE-1.7 Retail Goods and Services. We seek to ensure a mix of retail businesses that provide the full continuum of goods and services for the community.	**Consistent:** The Project Specific Plan allows for a maximum of 1,676,887 square feet of business park, retail or office uses. The Specific Plan provides opportunities for future business to contribute to the provision of continued goods and services within the Business Park and Mixed-Use Districts.
Policy CE-1.12 *Circulation.* We continuously plan and improve public transit and non-vehicular circulation for the mobility of all, including those with limited or no access to private automobiles.	**Consistent:** The Project Specific Plan provides for both public transit, including future transit stop locations, and multi-purpose trails and sidewalks to encourage non-vehicular circulation within the Project area.
Goal CE2: A City of distinctive neighborhoods, districts, corridors, and centers where people choose to be.	
Policy CE2.1: *Development Projects.* We require new development and redevelopment to create unique, high-quality places that add value to the community.	**Consistent.** The Project Specific Plan contains design guidelines in Section 5 to guide future development, consistent with the vision for Ontario Ranch. The guidelines are intended to ensure high quality, cohesive and attractive development that complements and integrates into the community and adds value to the City. The Specific Plan also establishes landscape setbacks along all roadways within the Specific Plan area to create safe and attractive streets for pedestrians and motorists.
Policy CE2.2: *Development Review*. We require those proposing new development and redevelopment to demonstrate how their projects will create appropriately unique, functional, and sustainable places that will compete well with their competition within the region.	**Consistent.** The Project Specific Plan establishes a land use plan (Section 3.1) and design guidelines (Section 5) concerning site design, building design, and landscape design that ensure high-quality, functional and sustainable development that is regionally competitive and appropriate for the Ontario Ranch community
Policy CE-2.4 *Protection of Investment.* We require that new development and redevelopment protect existing investment by providing architecture and urban design of equal or greater quality.	**Consistent:** The Project Specific Plan has provisions to ensure that the development of up to 466 high density attached residential units will create attractive and high-quality architecture and urban planning that is equal or greater to similar development in the surrounding neighborhoods. The

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	Specific Plan provides design guidelines for future residential development in Section 5 that include architectural criteria that establish a high level of design and construction quality.
Policy CE2.5: ***Private Maintenance***. We require adequate maintenance, upkeep, and investment in private property because proper maintenance on private property protects property values.	**Consistent:** The Project Specific Plan includes a Maintenance Responsibility Matrix (Section 6.10) identifying the public, private, or utility providers responsible for maintenance of roadways, parkways, trails, sidewalks, common areas, walls and monuments, infrastructure, and utilities within the Specific Plan area. A Property Owners Association would be established for the maintenance of on-site common areas, including such improvements as landscape areas and drive aisles.
Policy CE2.6: ***Public Maintenance***. We require the establishment and operation of maintenance districts or other vehicles to fund the long-term operation and maintenance of the public realm whether on private land, in rights-of-way, or on publicly-owned property.	**Consistent:** The Project Specific Plan includes a Maintenance Responsibility Matrix (Section 6.10) identifying the public, private, or utility providers responsible for maintenance of roadways, parkways, trails, sidewalks, common areas, walls and monuments, infrastructure, and utilities within the Specific Plan area. Right-of-way for public streets within the Specific Plan area and infrastructure improvements shall be dedicated to the City of Ontario for maintenance purposes. Landscape improvements and public streetlights within the public right-of-way shall be maintained through a landscape and lighting district or other special maintenance district established by the City. Dry utilities such as electricity, natural gas, and communication systems would be maintained by the appropriate utility company.
Goal S-1: Minimized risk of injury, loss of life, property damage, and economic and social disruption caused by earthquake-induced and other geologic hazards.	
Policy S1.1: ***Implementation of Regulations and Standards.*** We require that all new habitable structures be designed in accordance with the most recent California Building Code adopted by the City, including provisions regarding lateral forces and grading.	**Consistent:** The Project Specific Plan requires all future development projects to comply with the State of California Building Code as adopted and implemented by the City.
Policy S-1.2 ***Entitlement and Permitting Process*****.** We follow state guidelines and the California Building Code to determine when development proposals must conduct geotechnical and geological investigations.	**Consistent:** The Project Specific Plan acknowledges that all projects within the Specific Plan area shall comply with state guidelines and the California Building Code. Research of available maps indicates that the Specific Plan site is not located within an Alquist-Priolo Earthquake Fault Zone. Furthermore, there was no visible evidence of faulting during a geotechnical investigation conducted in 2022.
Goal S-2: Minimized risk of injury, loss of life, property damage and economic and social disruption caused by flooding and inundation hazards.	
Policy S-2.1 ***Entitlement and Permitting Process.*** We require hydrological studies prepared by a state-certified engineer when new development is located in a 100-year or 500-year floodplain to assess the impact that the new development will have on the flooding potential of existing development down-gradient	**Consistent:** The Project Specific Plan acknowledges that all projects within the Specific Plan area shall comply with any and all applicable mitigation measures of the Project EIR, state guidelines, and the California Building Code regarding flooding and inundation hazards.
Goal S-3: Reduced risk of death, injury, property damage and economic loss due to fires, accidents and normal everyday occurrences through prompt and capable emergency response.	

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Policy S-3.3 ***Fire and Emergency Medical Services.*** We maintain sufficient fire stations, equipment and staffing to respond effectively to emergencies and meet the needs of the community and state requirements.	**Consistent:** The Project Specific Plan requires all infrastructure, including water systems needed to provide fire safety to be constructed concurrently with future development. The Specific Plan is located within the service area of Fire Station #2.
Policy S-3.8 ***Fire Prevention through Environmental Design*****.** We require new development to incorporate fire prevention consideration in the design of streetscapes, sites, open spaces, and buildings.	**Consistent:** The Project Specific Plan acknowledges that all projects within the Specific Plan area shall comply with the City's development review process, which provides for review by the City's Fire Department and potential redesign to incorporate fire prevention design elements within streetscapes, sites, open spaces, and buildings.
Goal S-4: An environment where noise does not adversely affect the public's health, safety, and welfare.	
Policy S4.1: ***Noise Mitigation*****.** We utilize the City's Noise Ordinance, building codes, and subdivision and development codes to mitigate noise impacts.	**Consistent:** The Project Specific Plan acknowledges that all projects within the Specific Plan area shall comply with any and all mitigation measures of the Project EIR, the City's noise ordinance, subdivision and development codes, and the California Building Code to mitigate noise impacts.
Goal S-5: Minimize the risk of injury, property damage, and economic loss resulting from windstorms and wind-related hazards.	
Policy S-5.1 ***Dust Control Measures.*** We require the implementation of Best Management Practices for dust control at all excavation and grading projects.	**Consistent:** The Project Specific Plan acknowledges that all projects within the Specific Plan area shall comply with any and all mitigation measures of the Project EIR, the construction management plan, and any subdivision and development codes regarding dust control.
Policy S-5.2 ***Grading in High Winds.*** We prohibit excavation and grading during strong wind conditions, as defined by the Building Code.	**Consistent:** Future construction within the Project Specific Plan would comply with all City regulations and would comply with the City approved construction management plan and mitigation measures identified in the Project EIR.
Goal S-6: Reduced potential for hazardous materials exposure and contamination.	
Policy S6.9: ***Remediation of Methane.*** We require development to assess and mitigate the presence of methane, per regulatory standards and guidelines.	**Consistent:** The Project Specific Plan acknowledges that all projects within the Specific Plan area shall comply with any and all mitigation measures of the Project EIR. **MM HAZ-1**, prior to the issuance of grading permits, the Project Applicant shall conduct further testing for the presence of methane on the Project site, in accordance with California Department of Toxic Substances Control (DTSC) methane assessment guidelines. The Project Applicant shall prepare a methane gas soil survey and implement grading activity recommendations to the satisfaction of the City Building Department. This shall include a post-construction soil gas investigation and installation of methane gas mitigation systems where post-grading methane levels exceed 5,000 parts per million volume (ppmv), should any such levels occur.
Goal S-7: Residential neighborhoods, commercial areas, and industrial districts that are kept safe through a multi-faceted approach of prevention, suppression, community involvement in public safety.	
Policy S7.4: ***Crime Prevention through Environmental Design (CPTED).*** We require new development to incorporate CPTED in the design of streetscapes, sites, open spaces, and buildings.	**Consistent:** The Project Specific Plan acknowledges that all projects within the Specific Plan area shall comply with the City's development review process, which provides for review by the City's Police Department and potential redesign to incorporate crime prevention design elements in streetscapes, sites, open spaces, and buildings. Parcel lighting (Section 5.6, Lighting) addresses illumination of parking lots,

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	loading dock areas, pedestrian walkways, building entrances, signage, and architectural and landscape features. A key provision includes the installation of ground or low mounted fixtures to provide for safety and convenience along pedestrian walkways, entrances, activity areas, steps, ramps, and special features. Section 5.1, Site Design, also encourages delineation of pedestrian access to on-site buildings from adjacent streets and parking areas by marking building entrances with signage, prominent architectural features, and/or landscaping features.
Goal S-9: Incorporate energy efficient practices and renewable energy systems to improve air quality, comfort, and energy reliability during temporary power outages	
Policy S-9.1 ***Solar Energy.*** We support and may incentivize the installation of residential and commercial solar panels and battery storage systems that can provide electricity during power outages.	**Consistent:** Future construction of residential units within the Project Specific Plan would comply with all Federal, state and City regulations for solar energy. The Specific Plan provides design guidelines for future residential development in Section 5 that include site planning and design criteria to encourage future solar panel installation.
Goal M-1: A system of roadways that meets the mobility needs of a dynamic and prosperous Ontario	
Policy M-1.1 ***Roadway Design and Maintenance.*** We require our roadways to: 1. Comply with federal, state, and local design and safety standards; 2. Meet the needs of multiple transportation modes and users; 3. Handle the capacity envisioned in the City of Ontario Master Plan of Streets and Highways; 4. Be maintained in accordance with best practices; 5. Be compatible with the streetscape and surrounding land uses; 6. Promote the efficient flow of all modes of traffic through the implementation of intelligent transportation systems and travel demand management strategies.	**Consistent:** The Project Specific Plan complies with the Functional Roadway Classification Plan of the Mobility Element and, therefore, aims to comply with federal, state, and local design and safety standards; meet the needs of multiple transportation modes and users; and maintain a Level of Service of E or better at all intersections addressed in the project environmental impact report. Specific Plan site design strives to minimize the effects of truck traffic on nearby residential uses by locating truck entries and loading docks away from residential use.
Policy M-1.2 ***Mitigation of Impacts.*** We require development to mitigate its traffic impacts.	**Consistent:** The Project Specific Plan requires in Section 6.3.4, Compliance with CEQA, that projects within the Specific Plan area comply with all mitigation measures, conditions, and project design features identified in the Project EIR. Section 5.1, Site Design, provides guidelines to ensure buildings, structures, and loading facilities would be designed so loading and unloading activities occur on-site without extending beyond the property line.
Goal M-2: A system of trails and corridors that facilitate and encourage active modes of transportation.	
Policy M-2.2 ***Bicycle System.*** We provide off-street multipurpose trails and Class II bikeways as our preferred paths of travel and use the Class III for connectivity in constrained circumstances. When truck routes and bicycle facilities share a right-of-way, we prefer Class I or Class IV bicycle facilities. We require new development to	**Consistent:** The Project Specific Plan includes a Circulation Plan in Section 3 to provide connectivity to the trails and bikeway corridors identified in the Ontario Multipurpose Trails and Bikeway Corridor Plan, including installation of multipurpose trails along Euclid Avenue and Edison Avenue.

General Plan Goals/Policies	Project Consistency
include bicycle facilities, such as bicycle parking and secure storage areas.	
Policy M-2.3 *Pedestrian Walkways*. We require streets to include sidewalks and visible crosswalks at major intersections where necessary to promote safe and comfortable mobility between residential areas, businesses, schools, parks, recreation areas, and other key destination points.	**Consistent:** The Project Specific Plan street sections and streetscape designs (Section 3.1, Circulation Plan and Section 5.3, Landscape Design) provide for construction of 5-foot-wide public pedestrian sidewalks for Euclid, Schaefer, Edison, and Sultana Avenues to connect with adjacent existing and planned pedestrian circulation systems. Pedestrian sidewalks are separated from vehicular travel lanes by a landscaped parkway. Proposed improvements for the Specific Plan area streets are consistent with the City's Ontario Ranch Streetscape Master Plan.
Policy M-2.4 *Network Opportunities.* We use public rights-of-way and easements such as, utility easements, levees, drainage corridors, road rights-of-way, medians, and other potential options to maintain and expand our bicycle and pedestrian network. In urban, mixed-use, and transit-oriented Place Types, we encourage the use of underutilized public and private spaces to expand our public realm and improve pedestrian and bicycle connectivity.	**Consistent:** The Project Specific Plan includes the construction of multi-purpose trails along Euclid and Schaefer Avenues and public accessible sidewalks along Euclid, Schaefer, Edison, and Sultana Avenues. Potential pedestrian and bicycle connectivity to neighborhoods within and adjacent to the Mixed-Use District would be incorporated into future residential development plans.
Goal M-3: A public transit system that is a viable alternative to automobile travel and meets basic transportation needs of the transit-dependent.	
Policy M-3.2 *Alternative Transit Facilities at New Development.* We require new development adjacent to an existing or planned transit stop to contribute to the creation of transit facilities, such as bus shelters, transit bays and turnouts, and bicycle facilities, such as secure storage areas.	**Consistent:** The Project Specific Plan discusses (in Section 3.2.9, Transit) that the City is coordinating with regional transit agencies to implement Bus Rapid Transit (BRT) service to target destinations and along corridors, including Euclid Avenue on the western boundary of the Specific Plan area.
Goal M-4: An efficient flow of goods through the City that maximizes economic benefits and minimizes negative impacts.	
Policy M-4.1 *Truck Routes.* We designate and maintain a network of City truck routes that provide for the safe and efficient transport of goods while minimizing negative impacts on local circulation and noise-sensitive land uses, as shown on Exhibit M-04, Truck Routes. We will minimize conflicts on truck routes through the design and implementation of buffers between travel lanes and pedestrian and bicycle facilities on designated truck routes.	**Consistent:** The Project Specific Plan is designed to enable easy vehicular access to the truck route network and to encourage its business park users to implement effective goods movement strategies. The Land Use and Circulation Plans for the Specific Plan area (Section 3, Development Plan) are designed to direct truck traffic away from nearby residential use in the City of Chino.
Policy M-4.4 *Environmental Considerations.* We support both local and regional efforts to reduce/eliminate the negative environmental impacts of goods movement through the planning and implementation of truck routing and the development of a plan to evaluate the future needs of clean fueling/recharging and electrified truck parking.	**Consistent:** The Project Specific Plan implements the City of Ontario master planned street network and provides for the construction of circulation improvements to support adequate infrastructure for safe and efficient truck routing and supports Citywide efforts to evaluate and address future needs for clean fueling/recharging and electrified truck parking.
Goal CD-1: A dynamic, progressive city containing distinct and complete places that foster a positive sense of identity and belonging among residents, visitors, and businesses.	

General Plan Goals/Policies	Project Consistency
Policy CD-1.2 *Place Type.* We establish Place Types in urban, mixed use, and transit-oriented areas to foster the City's identity as a premier community and require new development within each Place Type to incorporate prescribed urban patterns, forms, and placemaking priorities.	**Consistent:** The Euclid Mixed Use Specific includes design guidelines in Section 5 that include architectural criteria that establish a Gateway design treatment with landscaping and monumentation to create a unique entry to the Ontario Ranch community and the City overall. This placemaking element would establish a unique and high-quality community and neighborhood design character for future development within the Specific Plan area.
Policy CD-1.4 Transportation Corridors. We will enhance our major transportation corridors within the City through landscape, hardscape, signage and lighting. The extent of enhancement should be appropriate to the use, type, and context of each corridor.	**Consistent:** The Project Specific Plan requires the construction of landscaped neighborhood edges along Euclid, Edison, and Schaefer Avenues per the City master plans for these major transportation corridors. Section 5, Design Guidelines include criteria for landscaping these neighborhood edges and other common areas.
Goal CD-2: A high level of design quality resulting in neighborhoods, commercial areas, public spaces, parks, and streetscapes that are attractive, safe, functional, human-scale, and distinct.	
Policy CD-2.1 *Quality Building Design and Architecture.* We encourage all development projects to convey visual interest and character through: 1. Building volume, massing, and height to provide context-appropriate scale and proportion; 2. A true architectural style which is carried out in plan, section, and elevation through all aspects of the building and site design and appropriate for its setting; and 3. Exterior building materials that are articulated, high quality, durable, and appropriate for the architectural style.	**Consistent:** The Project Specific Plan Chapter 5, Design Guidelines ensure that: 1) scale, massing, fenestration, materials, and colors are consistent with the building's architectural style and compatible with the overall design in the Specific Plan area, 2) articulation is provided through elements such as cornices, parapets, expression lines, and changes in materials and/or colors, 3) use of a variety of colors, materials, and/or textures on each building is appropriate to the architectural features or massing.
Policy CD-2.2 *Neighborhood Design.* We create distinct residential neighborhoods that promote a sense of community and identity by emphasizing access, connectivity, livability, and social interaction through such elements as: 1. A pattern of smaller, walkable blocks that promote activity, safety, and access to nearby amenities and services; 2. Varied parcel sizes and lot configurations to accommodate a diversity of housing types; 3. Traffic calming measures to slow traffic and promote walkability while maintaining acceptable traffic flows and emergency evacuation access; 4. Floor plans that encourage views onto the street and de-emphasize the visual and physical dominance of garages (introducing the front porch as the "outdoor living room"), as appropriate; 5. Landscaped parkways, with sidewalks separated from the curb and designed to maximize safety, comfort, and aesthetics for all users.	**Consistent:** The Project Specific Plan has provisions to allow for the development of up to 466 high density attached residential units within the Mixed-Use District. The Specific Plan provides design guidelines for future residential development in Section 5 that include criteria for site planning/neighborhood design and architecture including considerations for access, connectivity, livability, and social interaction.

General Plan Goals/Policies	Project Consistency
Policy CD-2.3 ***Commercial Areas.*** We desire commercial areas and centers to be distinctive, pedestrian friendly, functional, and vibrant with a range of businesses, places to gather, and connectivity to the neighborhoods they serve.	**Consistent:** The Project Specific Plan allows for maximum of 1,676,887 square feet of employment generating land uses within the Business Park and Mixed-Use Districts. The Specific Plan provides design guidelines for future development in Section 5 that include architectural criteria to encourage the development of a variety of distinctive commercial businesses that are pedestrian friendly, connected to other surrounding uses, functional, and vibrant elements of the overall neighborhood.
Policy CD-2.4 ***Urban, Mixed Use, and Transit-oriented Areas.*** We establish Place Types to require mixed use, urban, and transit-oriented areas to be designed and developed as pedestrian oriented areas that are integrated with adjacent neighborhoods and promote a vibrant, comfortable, and functional environment, as defined for each Place Type.	**Consistent:** The Project Specific Plan includes a Mixed-Use District that would allow up to 466 residential units and a maximum of 290,110 square feet of retail or office uses along Edison Avenue in close proximity to transit turnouts within the Specific Plan area. The Specific Plan provides design guidelines for future development in Section 5 that include planning and design criteria to create a unique and high-quality community and neighborhood design character for future development within the Specific Plan area that would be integrated into surrounding neighborhoods.
Policy CD-2.5 ***Streetscapes.*** We design new and, when necessary, retrofit existing streets to improve walkability, bicycling and transit integration, strengthen connectivity, and enhance community identity through improvements to the public right-of-way such as sidewalks, street trees, parkways, curbs, street lighting and street furniture.	**Consistent:** Section 3.3, Circulation Plan, addresses connectivity, street improvements, pedestrian and bicycle plans, and transit. In Section 5.3, Landscape Design, the Project Specific Plan identifies street improvements and streetscape including parkways, street trees, sidewalks, landscape buffers, and street lighting for Euclid Avenue, Eucalyptus Avenue, Merrill Avenue, and Sultana Avenue within the Specific Plan area, which are consistent with the Circulation Element of The Ontario Plan. The Project Specific Plan streetscape design creates an aesthetically pleasing view for pedestrians and motorists, screens parking and loading areas from the public right-of-way, and visually integrates the development into the surrounding Ontario Ranch community.
Policy CD-2.6 ***Connectivity.*** We promote development of local street patterns, multimodal networks, and connected public spaces that create and unify neighborhoods, rather than divide them, and create cohesive and continuous corridors, rather than independent "islands" through the following means: 1. Local street networks that provide access both between subdivisions and within neighborhoods and discourage through traffic; 2. A local street system that is logical and understandable for the user. A grid system is preferred to avoid circuitous and confusing travel paths between internal neighborhood areas and adjacent arterials and to provide adequate emergency and evacuation access; and 3. Pedestrian and bicycle networks that provide convenient access to	**Consistent:** The Project Specific Plan includes design guidelines for future development within the Mixed-Use District in Section 5 that include planning and design criteria to create safe and efficient circulation systems and connectivity for future development within the Specific Plan area and surrounding neighborhoods.

General Plan Goals/Policies	Project Consistency
neighborhoods and nearby destinations, such as schools, parks, other public spaces, commercial areas, and transit stops.	
Policy CD-2.7 ***Sustainability.*** We collaborate with the development community to design and build neighborhoods, streetscapes, sites, outdoor spaces, landscaping, and buildings to reduce energy demand through solar orientation, maximum use of natural daylight, passive solar and natural ventilation, building form, mechanical and structural systems, building materials, and construction techniques.	**Consistent:** The Project Specific Plan is committed to sustainable design strategies that integrate principles of environmental stewardship into the design, construction, and operation process. The Specific Plan incorporates sustainability principles into its design guidelines such as drought tolerant landscaping, skylights in warehouse areas of buildings to provide natural light and reduce lighting demand, high performance dual pane glazing in office storefronts, and LED products for energy efficient site lighting. Design strategies include the design and construction of energy efficient buildings to reduce air, water, and land pollution and environmental impacts from energy production and consumption. The use of recycled water to irrigate landscape is required by the Specific Plan's Recycled Water Plan (Section 3.4), consistent with the City of Ontario Recycled Water Master Plan.
Policy CD-2.8 ***Safe Design.*** We incorporate defensible space design into new and existing developments to ensure the maximum safe travel and visibility on pathways, corridors, and open space and at building entrances and parking areas by avoiding physically and visually isolated spaces, maintaining visibility and accessibility, and using lighting.	**Consistent:** The Project Specific Plan includes design guidelines for future development within the Mixed-Use District in Section 5 that include criteria to create safe and efficient walkway and common areas that are visible and well lighted at night for future development within the Specific Plan.
Policy CD-2.9 ***Landscape Design.*** We encourage durable, sustainable, and drought-tolerant landscaping materials and designs that enhance the aesthetics of structures, create and define public and private spaces, and provide shade and environmental benefits.	**Consistent:** Consistent with the vision for Ontario Ranch as outlined in the Ontario Ranch Streetscape Master Plan, the Project Specific Plan (Section 5.3, Landscape Design) provides for landscaped setbacks and landscaped parkways adjacent to bike lanes and sidewalks, defining these public spaces. The landscaped setbacks and parkways will include drought-tolerant plants featuring colorful shrubs and groundcovers, ornamental grasses and succulents, evergreen and deciduous trees, and species native to southern California or naturalized to the arid southern California climate to promote durable plant materials. The plant selection would complement the design theme of the Specific Plan area. Parking lot landscaping would reduce associated heat buildup, improve aesthetics, and integrate into onsite landscape design and adjacent streetscapes. Swaled landscape areas would retain/ infiltrate stormwater run-off to improve water quality and promote groundwater recharge where feasible. Shade trees thoughtfully located near expanses of paving, building walls, roofs, and windows would reduce the impacts of heat gain.
Policy CD-2.10 ***Parking Areas.*** We require all development, including single-family residential, to minimize the visual impact of surface, structured, and garage parking areas visible from the public realm in an aesthetically pleasing, safe and environmentally sensitive manner. Examples include:	**Consistent:** The Project Specific Plan includes design guidelines for future development within the Mixed-Use District in Section 5 that include planning and design criteria to minimize the visual impact of surface parking and garages for future development within the Specific Plan area and surrounding neighborhoods.

General Plan Goals/Policies	Project Consistency
1. Surface parking: Shade trees, pervious surfaces, urban run-off capture and infiltration, and pedestrian paths to guide users through the parking field. 2. Structured parking: facade articulation, screening, appropriate lighting, and landscaping. 3. Garage parking: providing access to single-family residential garages through alley access, recessing garages from the frontage to emphasize front doors or active living spaces.	
Policy CD-2.11 ***Entry statements.*** We encourage the inclusion of amenities, signage, and landscaping at the entry to neighborhoods, commercial centers, mixed use areas, industrial developments, and public places that reinforce them as uniquely identifiable places.	**Consistent:** The Project Specific Plan establishes design guidelines to ensure high-quality development and a sense of place. As discussed in Section 5.3, Landscape Design, Euclid, Eucalyptus, Schaefer, Edison, and Sultana Avenues would feature landscaped setbacks adjacent to the Specific Plan area that would provide attractive entries to the site. An entry monument would be located at the northeast corner of Euclid Avenue and Edison Avenue to identify the Ontario Ranch area and/or the Project Specific Plan area.
Policy CD-2.12 ***Site and Building Signage.*** We encourage the use of sign programs that utilize complementary materials, colors, and themes. Project signage should be designed to effectively communicate and direct users to various aspects of the development and complement the character of the structures.	**Consistent:** The Project Specific Plan (Section 5.7, Signage) requires approval of a comprehensive sign program to address parcel identification, building identification and directional signage within the Specific Plan area. A comprehensive sign program would integrate Project signage with the overall design of the site and structures to create a unified visual statement. A comprehensive sign program provides a means for flexible application of sign regulations to provide incentive and latitude in the design and display of multiple signs. Business park uses on the site would also be appropriately signed to give direction to loading and receiving, visitor parking, and other special uses.
Policy CD-2.16 ***Transit Stops.*** We require transit stops be conveniently located, well lit, safe, and clearly accessible to pedestrians, bicyclists, and people of all abilities.	**Consistent:** The Project Specific Plan requires the location and construction of transit turnouts within the Specific Plan area.
Goal CD-3: Vibrant urban environments that are organized around intense buildings, pedestrian and transit areas, public plazas, and linkages between and within developments that are conveniently located, visually appealing and safe during all hours.	
Policy CD-3.1 ***Unique Identity.*** We promote development that heightens the unique character and identity of each Place Type by requiring compatible land uses and land planning, site design, and building design that promotes an active public realm.	**Consistent:** The Project Specific Plan includes design guidelines for future development within the Mixed-Use District in Section 5 that include planning and design criteria to establish a unique character and sense of identity for future development within the Specific Plan area and surrounding neighborhoods.
Policy CD-3.2 ***Comfortable, Human-Scale Public Realm.*** We require that public spaces, including streets, parks, and plazas on both public and private property be designed to maximize safety, comfort and aesthetics and connect to the citywide pedestrian, vehicular, and bicycle networks.	**Consistent:** The Project Specific Plan includes design guidelines for future development within the Mixed-Use District in Section 5 that include planning and design criteria to maximize safety, comfort and aesthetics and connect to the Citywide pedestrian, vehicular and bicycle networks.

General Plan Goals/Policies	Project Consistency
Policy CD-3.3 ***Complete and Connected Network.*** We require that pedestrian, vehicular, and bicycle circulation on both public and private property be coordinated to provide connections internally and externally to adjacent neighborhoods and properties (existing and planned) through a system of local roads and trails that promote walking and biking to nearby destinations (including existing and planned parks, commercial areas, and transit stops) and are designed to maximize safety, comfort, and aesthetics.	**Consistent:** The Project Specific Plan includes design guidelines for future development within the Mixed-Use District in Section 5 that include planning and design criteria to ensure that all modes of circulation and neighborhood connectivity are provided and coordinated with the Citywide pedestrian, vehicular and bicycle network to maximize safety, comfort, and aesthetics.
Policy CD-3.4 ***Context-Aware and Appropriate Design.*** We require appropriate building and site design that complements existing development, respects the intent and identity of the Place Type, and provides appropriate transitions and connections between adjacent uses to ensure compatibility of scale, maintain an appropriate level of privacy for each use, and minimize potential conflicts.	**Consistent:** The Project Specific Plan includes design guidelines for future development within the Mixed-Use District in Section 5 that include planning and design criteria to ensure that future development complements existing surrounding development and provides adequate transitions and buffers between less compatible uses and minimizes potential conflicts.
Policy CD-3.5 ***Active Frontages.*** We create lively pedestrian streetscapes by requiring primary building, business, and residential entrances, outdoor dining, and storefronts be located on ground floors adjacent to sidewalks or public spaces and designed to maximize safety, comfort, aesthetics, and the intended functionality (as defined by the Place Type).	**Consistent:** The Project Specific Plan includes design guidelines for future development within the Mixed-Use District in Section 5 that include planning and design criteria to create active pedestrian streetscapes and orient building frontages, business entrances, residential courtyards and balconies towards sidewalks and common open areas maximize safety, comfort, and aesthetics.
Goal CD-5: A sustained level of maintenance and improvement of properties, buildings, and infrastructure that protects the property values and encourages additional public and private investments.	
Policy CD-5.1 ***Maintenance of Buildings and Property*****.** We require all public and privately-owned buildings and property (including trails and easements) to be properly and consistently maintained.	**Consistent:** The Project Specific Plan includes a Maintenance Responsibility Matrix in Section 6, Implementation, identifying the parties responsible for maintenance of roadways, parkways, trails, sidewalks, common areas, walls and monuments, infrastructure, and utilities within the Specific Plan area. Privately owned buildings would be maintained as specified by the Property Owners Association (Section 6.10.2).
Policy CD-5.2 ***Maintenance of Infrastructure.*** We require the continual maintenance of infrastructure.	**Consistent:** The Project Specific Plan includes a Maintenance Responsibility Matrix in Section 6, Implementation, identifying the parties responsible for maintenance of roadways, parkways, trails, sidewalks, common areas, walls and monuments, infrastructure, and utilities within the Specific Plan area.
Goal SR-2: A range of educational and training opportunities for residents and workers of all ages and abilities that improves their life choices and provides a skilled workforce for our businesses.	
Policy SR-2.4 ***Access to Schools.*** We work with local and regional partners to improve the safety in and around schools and to improve access for citizens of all ages and abilities to schools and community services, such as after school and other programs.	**Consistent:** The Project Specific Plan evaluated the accessibility and capacity of existing schools. Future residential development would be reviewed by the applicable school districts and would address the mitigation measures identified in the Project EIR.

General Plan Goals/Policies	Project Consistency
Goal SR-5: Local heritage, entertainment, and cultural experiences that enrich the lives of Ontario's residents, workers, and visitors and serve to attract residents and businesses to the City.	
Policy SR-5.3 *Public Art.* We encourage public art in buildings, parks, open spaces, and other public and private spaces.	**Consistent:** The Project Specific Plan does not require public art within the Business Park and Mixed-Use Districts specifically. Future development plans for commercial or office uses should consider public art improvements or amenities according to City policy.
Sources: City of Ontario. 2022. *TOP 2050 Policy Plan*. https://www.ontarioca.gov/Ontarioplan/Policyplan. (accessed March 2023).	

Ontario Development Code Consistency

Upon adoption of the Project Specific Plan, the development regulations and design standards within the Project Specific Plan would apply to the Project site and would establish the applicable zoning regulations and development standards. The Project Specific Plan would become the land use implementation tool for the Project site. As stated in Ontario Development Code Section 1.01.035, in the event of any conflict between the requirements of the Development Code and the standards contained within an adopted project, the requirements of the project shall govern, and when the provisions of a project are silent on a specific matter, the regulations set forth in the Development Code shall apply. As such, the Project would not result in conflicts with the Ontario Development Code, and impacts would be less than significant.

Airport Environs Land Use Plan Consistency

The Project site is one-mile north of the Chino Airport and is approximately 4.0 miles south of the ONT and within the AIA for both airports. Airport operations and their potential noise and safety hazards require careful land use planning on adjacent and nearby lands to protect residents and land uses. Airport operations and their accompanying safety and noise hazards are discussed in ***Section 4.9: Hazards and Hazardous Materials***, and ***Section 4.12: Noise***.

The City is currently developing a Compatibility Plan for Chino Airport (Compatibility Plan) that relies upon the California Airport Land Use Planning Handbook (State of California Department of Transportation, Division of Aeronautics) October 2011 (Handbook). As provided for in the Handbook "alternative process" the City functions as the Designated Agency in formulating airport land use compatibility plans for City properties. The Compatibility Plan is based on the Handbook Generic Safety Zones for General Aviation Airports.

Final site plans and development plans within the Project site would be subject to and required to comply with applicable standards and requirements of the Compatibility Plan as adopted by the City. Please refer also to related discussions presented in ***Section 4.9, Hazards and Hazardous Materials***, of this Draft EIR.

The Project site is within the ONT ALUCP. However, it is not within a safety zone, a noise impact zone, or an airspace protection zone of the ONT. Therefore, a less than significant impact will occur.

Conclusion

As noted above, the Project would not conflict with any land use plan, policy, or regulation. The proposed Project Specific Plan proposes the same land uses as contained in the City's TOP 2050. Furthermore, the Project Specific Plan would promote orderly development to coincide with adjacent land uses. As shown

on ***Tables 4.11-2*** and ***4.11-3***, the Project embodies the goals and policies in the applicable long-range planning documents. No mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Project Specific Plan and TOP 2050.

Mitigation Measures

No mitigation is required.

4.11.7 Cumulative Impacts

The geographic context for this cumulative analysis includes the City in relation to the City's TOP 2050. Cumulative development would result in substantial changes to existing land use patterns through conversion of agricultural and dairy lands into urban uses pursuant to the General Plan land use designations. Cumulative development would also be subject to site-specific environmental and planning reviews that would address consistency with adopted General Plan goals, objectives, and policies, as well as with the City's Development Code and ALUCP policies. As part of environmental review, projects would be required to provide mitigation for any inconsistencies with the General Plan and environmental policies that would result in adverse physical environmental effects. The cumulative projects as a whole would result in a more intensely developed built environment than currently exists, as it currently exists as an underutilized portion of land and would be required to be consistent with local General Plan policies.

Additionally, the Project would be pursuant to TOP 2050 and would represent a consistent and logical continuation of the existing and planned pattern of development in Ontario, specifically the Ontario Ranch area. The City has long anticipated that this area would transition from dairy/agricultural to urban uses, and the Project Specific Plan is implementing TOP 2050.[7]

Cumulative projects could include General Plan amendments and/or zone changes, and modifications to existing land uses. However, such amendments do not necessarily represent an inherent negative effect on the environment, particularly if the proposed changes involve changes in types and intensity of uses, rather than eliminating application of policies that were specifically adopted for the purpose of avoiding or mitigating environmental effects. Past and present cumulative projects do not involve amendments that would eliminate application of policies that were adopted for the purpose of avoiding or mitigating environmental effects. Determining whether any future project might include such amendments and determining the cumulative effects of any such amendments would be speculative since it cannot be known what applications that are not currently filed might request. Thus, it is expected that the land uses of cumulative projects would be consistent with policies that avoid an environmental effect; therefore, cumulatively considerable impacts from cumulative projects related to policy consistency would be less than significant.

[7] City of Ontario. (2022). *TOP 2050 Final Supplemental Environmental Impact Report, Section 5.11, Land Use and Planning.* https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf, (accessed April 2023).

4.11.8 Significant Unavoidable Impacts

There are no significant unavoidable impacts.

4.11.9 References

California Airport Land Use Planning Handbook (State of California Department of Transportation, Division of Aeronautics) October 2011. https://dot.ca.gov/-/media/dot-media/programs/aeronautics/documents/californiaairportlanduseplanninghandbook-a11y.pdf.

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City of Ontario. 2022. TOP 2050 Policy Plan. https://www.ontarioca.gov/Ontarioplan/Policyplan.

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Los Angeles/Ontario International Airport. 2010. *Map 2-1 Compatibility Policy Map: Airport Influence Area.* https://www.ontarioplan.org/wp-content/uploads/sites/4/2015/05/policy-map-2-1.pdf.

Riverside County ALUC. 2008. *Map CH-1 Compatibility Map: Chino Airport.* http://www.rcaluc.org/Portals/13/PDFGeneral/plan/newplan/09-%20Vol.%201%20Chino.pdf.

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4.12 NOISE

4.12.1 Introduction

This section of the Draft Environmental Impact Report (Draft EIR) discusses the fundamentals of sound; examines federal, state, and local noise guidelines, policies, and standards; reviews noise levels at existing noise-sensitive receptor locations; and evaluates potential noise and vibration impacts associated with (Project); and provides mitigation to reduce noise impacts at sensitive receptor locations. This evaluation uses procedures and methodologies as specified by the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) and evaluates the potential for the proposed Project to result in noise and vibration impacts at nearby sensitive receptors. ***Appendix H: Noise Data*** of this Draft EIR provides supplementary, project-specific background information, construction noise calculation worksheets, and project-generated traffic noise modeling results.

This Section and environmental discussion use information from the following City documents:

- The Ontario Plan 2050
- City of Ontario Municipal Code
- City of Ontario TOP 2050 Final Supplemental EIR

4.12.2 Environmental Setting

Sound Fundamentals

Sound is a pressure wave transmitted through the air. It is described in terms of loudness or amplitude (measured in decibels), frequency or pitch (measured in Hertz [Hz] or cycles per second), and duration (measured in seconds or minutes). The standard unit of measurement of the loudness of sound is the decibel (dB). Changes of 1 to 3 dBA are detectable under quiet, controlled conditions and changes of less than 1 dBA are usually indiscernible. A 3 dBA change in noise levels is considered the minimum change that is detectable with human hearing in outside environments. A change of 5 dBA is readily discernable to most people in an exterior environment whereas a 10 dBA change is perceived as a doubling (or halving) of the sound.

The human ear is not equally sensitive to all frequencies. Sound waves below 16 Hz are not heard at all and are “felt” more as a vibration. Similarly, while people with extremely sensitive hearing can hear sounds as high as 20,000 Hz, most people cannot hear above 15,000 Hz. In all cases, hearing acuity falls off rapidly above about 10,000 Hz and below about 200 Hz. Since the human ear is not equally sensitive to sound at all frequencies, a special frequency dependent rating scale is usually used to relate noise to human sensitivity. The A-weighted decibel scale (dBA) performs this compensation by weighting frequencies in a manner approximating the sensitivity of the human ear.

Noise is defined as unwanted sound and is known to have several adverse effects on people, including hearing loss, speech and sleep interference, physiological responses, and annoyance. Based on these known adverse effects of noise, the federal government, the State of California, and many local

governments have established criteria to protect public health and safety and to prevent disruption of certain human activities.

Technical Terminology

Noise is most often defined as unwanted sound. Although sound can be easily measured, the perception of noise and the physical response to sound complicate the analysis of its impact on people. People judge the relative magnitude of sound sensation in subjective terms such as "noisiness" or "loudness."

The following are brief definitions of terminology used in this section:

- **Sound.** A disturbance created by a vibrating object, which, when transmitted by pressure waves through a medium such as air, is capable of being detected by a receiving mechanism, such as the human ear or a microphone.
- **Noise.** Sound that is loud, unpleasant, unexpected, or otherwise undesirable.
- **Decibel (dB).** A unitless measure of sound on a logarithmic scale.
- **A-Weighted Decibel (dBA).** An overall frequency-weighted sound level in decibels that approximates the frequency response of the human ear.
- **Equivalent Continuous Noise Level (L_{eq}); also called the Energy-Equivalent Noise Level.** The value of an equivalent, steady sound level which, in a stated time period (often over an hour) and at a stated location, has the same A-weighted sound energy as the time-varying sound. Thus, the L_{eq} metric is a single numerical value that represents the equivalent amount of variable sound energy received by a receptor over the specified duration.
- **Statistical Sound Level (L_n).** The sound level that is exceeded "n" percent of time during a given sample period. For example, the L_{50} level is the statistical indicator of the time-varying noise signal that is exceeded 50 percent of the time (during each sampling period); that is, half of the sampling time, the changing noise levels are above this value and half of the time they are below it. This is called the "median sound level." The L_{10} level, likewise, is the value that is exceeded 10 percent of the time (i.e., near the maximum) and this is often known as the "intrusive sound level." The L_{90} is the sound level exceeded 90 percent of the time and is often considered the "effective background level" or "residual noise level."
- **Day-Night Sound Level (L_{dn} or DNL).** The energy-average of the A-weighted sound levels occurring during a 24-hour period, with 10 dB added to the sound levels occurring during the period from 10:00 PM to 7:00 AM.
- **Community Noise Equivalent Level (CNEL).** The energy-average of the A-weighted sound levels occurring during a 24-hour period, with 5 dB added from 7:00 pm to 10:00 pm and 10 dB from 10:00 pm to 7:00 am. For general community/environmental noise, CNEL and L_{dn} values rarely differ by more than 1 dB (with the CNEL being only slightly more restrictive, that is, higher than the L_{dn} value). As a matter of practice, L_{dn} and CNEL values are interchangeable and are treated as equivalent in this assessment.
- **Peak Particle Velocity (PPV).** The peak signal value of an oscillating vibration velocity waveform usually expressed in inches per second (in/sec).

- **Vibration Decibel (VdB).** A unitless measure of vibration, expressed on a logarithmic scale and with respect to a defined reference vibration velocity. In the U.S., the standard reference velocity is 1 micro- inch per second ($1x10^{-6}$ in/sec).
- **Sensitive Receptor.** Noise- and vibration-sensitive receptors include land uses where quiet environments are necessary for enjoyment and public health and safety. Residences, schools, motels and hotels, libraries, religious institutions, hospitals, and nursing homes are examples.
- **RCNM.** Federal Highway Administration Roadway Construction Noise Model.

Sound Measurement

Sound pressure is measured through the A-weighted measure to correct for the relative frequency response of the human ear. That is, an A-weighted noise level de-emphasizes low and very high frequencies of sound similar to the human ear's de-emphasis of these frequencies.

Unlike linear units such as inches or pounds, decibels are measured on a logarithmic scale, representing points on a sharply rising curve. On a logarithmic scale, an increase of 10 dBA is 10 times more intense than 1 dBA, while 20 dBA is 100 times more intense, and 30 dBA is 1,000 times more intense. A sound as soft as human breathing is about 10 times greater than 0 dBA. The decibel system of measuring sound gives a rough connection between the physical intensity of sound and its perceived loudness to the human ear. Ambient sounds generally range from 30 dBA (very quiet) to 100 dBA (very loud).

Sound levels are generated from a source and their decibel level decreases as the distance from that source increases. Sound dissipates exponentially with distance from the noise source. This phenomenon is known as "spreading loss." For a single point source, sound levels decrease by approximately 6 dBA for each doubling of distance from the source. This drop-off rate is appropriate for noise generated by on-site operations from stationary equipment or activity at a project site. If noise is produced by a line source, such as highway traffic, the sound decreases by 3 dBA for each doubling of distance in a hard site environment. Line source noise in a relatively flat environment with absorptive vegetation decreases by 4.5 dBA for each doubling of distance.

Time variation in noise exposure is typically expressed in terms of a steady-state energy level equal to the energy content of the time varying period (called L_{eq}), or alternately, as a statistical description of the sound level that is exceeded over some fraction of a given observation period. For example, the L_{50} noise level represents the noise level that is exceeded 50 percent of the time. Half the time the noise level exceeds this level and half the time the noise level is less than this level. This level is also representative of the level that is exceeded 30 minutes in an hour. Similarly, the L_2, L_8 and L_{25} values represent the noise levels that are exceeded 2, 8, and 25 percent of the time, or 1, 5, and 15 minutes per hour. These "Ln" values are typically used to demonstrate compliance for stationary noise sources with a city's noise ordinance, as discussed below. Other values typically noted during a noise survey are the L_{min} and L_{max}. These values represent the minimum and maximum root-mean-square noise levels obtained over the measurement period.

Because community receptors are more sensitive to unwanted noise intrusion during the evening and at night, state law and the County require that, for planning purposes, an artificial dB increment be added

to quiet time noise levels in a 24-hour noise descriptor called the Community Noise Equivalent Level (CNEL) or Day- Night Noise Level (L_{dn}). The CNEL descriptor requires that an artificial increment of 5 dBA be added to the actual noise level for the hours from 7:00 p.m. to 10:00 p.m. and 10 dBA for the hours from 10:00 p.m. to 7:00 a.m. The L_{dn} descriptor uses the same methodology except that there is no artificial increment added to the hours between 7:00 p.m. and 10:00 p.m. Both descriptors give roughly the same 24-hour level with the CNEL being only slightly more restrictive (i.e., higher).

Psychological and Physiological Effects of Noise

Physical damage to human hearing begins at prolonged exposure to noise levels higher than 85 dBA. Exposure to high noise levels affects our entire system, with prolonged noise exposure in excess of 75 dBA increasing body tensions, and thereby affecting blood pressure, functions of the heart and the nervous system. In comparison, extended periods of noise exposure above 90 dBA could result in permanent hearing damage. When the noise level reaches 120 dBA, a tickling sensation occurs in the human ear even with short-term exposure. This level of noise is called the threshold of feeling. As the sound reaches 140 dBA, the tickling sensation is replaced by the feeling of pain in the ear. This is called the threshold of pain. ***Table 4.12-1: Typical Noise Levels*** shows typical noise levels from familiar noise sources.

Table 4.12-1: Typical Noise Levels

Common Outdoor Activities	Noise Level (dBA)	Common Indoor Activities
Onset of physical discomfort	120+	
	110	Rock Band (near amplification system)
Jet Flyover at 1,000 feet		
	100	
Gas Lawn Mower at three feet		
	90	
Diesel Truck at 50 feet, at 50 mph		Food Blender at 3 feet
	80	Garbage Disposal at 3 feet
Noisy Urban Area, Daytime		
	70	Vacuum Cleaner at 10 feet
Commercial Area		Normal speech at 3 feet
Heavy Traffic at 300 feet	60	
		Large Business Office
Quiet Urban Daytime	50	Dishwasher Next Room
Quiet Urban Nighttime	40	Theater, Large Conference Room (background)
Quiet Suburban Nighttime		
	30	Library
Quiet Rural Nighttime		Bedroom at Night, Concert Hall (background)
	20	
		Broadcast/Recording Studio
	10	
Lowest Threshold of Human Hearing	0	Lowest Threshold of Human Hearing

Source: California Department of Transportation, *Technical Noise Supplement to the Traffic Noise Analysis Protocol*, September 2013.

Vibration Fundamentals

Vibration is an oscillating motion in the earth. Like noise, vibration is transmitted in waves, but in this case through the earth or solid objects. Unlike noise, vibration is typically of a frequency that is felt rather than heard.

Vibration can be either natural as in the form of earthquakes, volcanic eruptions, landslides, or man-made as from explosions, heavy machinery or trains. Both natural and man-made vibration may be continuous such as from operating machinery, or impulsive as from an explosion.

As with noise, vibration can be described by both its amplitude and frequency. Amplitude may be characterized in three ways including displacement, velocity, and acceleration. Particle displacement is a measure of the distance that a vibrated particle travels from its original position and for the purposes of soil displacement is typically measured in inches or millimeters. Particle velocity is the rate of speed at which soil particles move in in/sec or millimeters per second (mm/sec). Particle acceleration is the rate of change in velocity with respect to time and is measured in in/sec or mm/sec. Typically, particle velocity (measured in in/sec) and/or acceleration (measured in gravities) are used to describe vibration. ***Table 4.12-2: Human Reaction to Typical Vibration Levels*** presents the human reaction to various levels of peak particle velocity (PPV).

Table 4.12-2: Human Reaction to Typical Vibration Levels

Vibration Level Peak Particle Velocity (in/sec)	Human Reaction	Effect on Buildings
0.006–0.019	Threshold of perception, possibility of intrusion	Vibrations unlikely to cause damage of any type
0.08	Vibrations readily perceptible	Recommended upper level of vibration to which ruins and ancient monuments should be subjected
0.10	Level at which continuous vibration begins to annoy people	Virtually no risk of “architectural” (i.e., not structural) damage to normal buildings
0.20	Vibrations annoying to people in buildings	Threshold at which there is a risk to “architectural” damage to normal dwelling – houses with plastered walls and ceilings
0.4–0.6	Vibrations considered unpleasant by people subjected to continuous vibrations and unacceptable to some people walking on bridges	Vibrations at a greater level than normally expected from traffic, but would cause “architectural” damage and possibly minor structural damage

Source: California Department of Transportation, *Technical Noise Supplement to the Traffic Noise Analysis Protocol*, September 2013.

The way in which vibration is transmitted through the earth is called propagation. As vibration waves propagate from a source, the energy is spread over an ever-increasing area such that the energy level striking a given point is reduced with the distance from the energy source. This geometric spreading loss is inversely proportional to the square of the distance. Wave energy is also reduced with distance as a result of material damping in the form of internal friction, soil layering, and void spaces. The amount of attenuation provided by material damping varies with soil type and condition as well as the frequency of the wave.

4.12.3 Regulatory Setting

To limit population exposure to physically and/or psychologically damaging as well as intrusive noise levels, the federal government, the State of California, various county governments, and most municipalities in the state have established standards and ordinances to control noise.

Federal

While there are no federal regulations directly applicable to implementation of the Project under CEQA, the federal government regulates occupational noise exposure common in the workplace through the Occupational Health and Safety Administration (OSHA) under the Environmental Protection Agency (EPA). Such limitations would apply to the operation of construction equipment and would also apply to any proposed industrial warehouse land uses. Noise exposure of this type is dependent on work conditions and is addressed through a facility's Health and Safety Plan, as required under OSHA, and is, therefore, not addressed further in this analysis.

State

General Plan Guidelines

The State of California, through its General Plan Guidelines, discusses how ambient noise should influence land use and development decisions and includes a table of normally acceptable, conditionally acceptable, normally unacceptable, and clearly unacceptable uses at different noise levels expressed in CNEL. A conditionally acceptable designation implies new construction or development should be undertaken only after a detailed analysis of the noise reduction requirements for each land use is made and needed noise insulation features are incorporated in the design. By comparison, a normally acceptable designation indicates that standard construction can occur with no special noise reduction requirements. Local municipalities adopt these compatibility standards as part of their General Plan and modify them as appropriate for their local environmental setting.

California Building Code

The California Building Code (CBC), Title 24, Part 2, Volume 1, Chapter 12, Interior Environment, §1207.11.2, *Allowable Interior Noise Levels*, requires that interior noise levels attributable to exterior sources shall not exceed 45 dB in any habitable room. The noise metric is evaluated as either the day-night average sound level (L_{dn}) or the community noise equivalent level (CNEL), consistent with the noise element of the local general plan.

The State of California's noise insulation standards for nonresidential uses are codified in the California Code of Regulations, Title 24, Building Standards Administrative Code, Part 11, California Green Building Standards Code (CALGreen). CALGreen noise standards are applied to new or renovation construction projects in California to control interior noise levels resulting from exterior noise sources. Proposed projects may use either the prescriptive method (§5.507.4.1) or the performance method (§5.507.4.2) to show compliance. Under the prescriptive method, a project must demonstrate transmission loss ratings for the wall and roof-ceiling assemblies and exterior windows when located within a noise environment

of 65 dBA CNEL or higher. Under the performance method, a project must demonstrate that interior noise levels do not exceed 50 dBA $L_{eq(1hr)}$.

Local Noise Standards

City of Ontario General Plan – The Ontario Plan 2050

The Safety and Land Use Elements of The Ontario Plan (TOP) 2050 set forth goals, policies, and land use guidelines to protect residential neighborhoods and noise-sensitive receptors from excessive noise levels. The City uses the Noise Level Exposure and Land Use Compatibly Guidelines (shown in ***Table 4.12-3: Noise Level Exposure and Land Use Compatibility Guidelines*** below) when siting new development and making land use decisions.

Table 4.12-3: Noise Level Exposure and Land Use Compatibility Guidelines

Land Use Categories		Community Noise Equivalent Level (CNEL)			
Category	Uses	Clearly Acceptable[1]	Normally Acceptable[2]	Normally Unacceptable[3]	Clearly Unacceptable[4]
Residential/Lodging	Single Family/Duplex	<60	60-65	65-70	70-85
	Multi-Family	<60	60-65	65-75	75-85
	Mobile Homes	<60	60-65	-	65-85
	Hotel/Motel	<65	65-70	70-80	80-85
Public/Institutional	Schools/Hospitals	<60	60-65	65-70	70-85
	Churches/Libraries	<60	60-65	65-70	70-85
	Auditoriums/Concert Halls	<55	55-60	60-70	70-85
Commercial	Offices	<65	65-75	75-80	80-85
	Retail	<70	70-75	75-80	80-85
Industrial	Manufacturing	<70	70-75	75-85	-
	Warehousing	<70	70-80	80-85	-
Recreational/Open Space	Parks/Playgrounds	<65	65-70	70-75	75-85
	Golf Course/Riding Stables	<65	65-70	70-75	75-85
	Outdoor Spectator Sports	<60	60-65	65-70	
	Outdoor Music Shells/Amphitheaters	-	<60	60-65	65-85
	Livestock/Wildlife Preserves	<70	-	70-75	75-85
	Crop Agriculture	<55-85	-	-	-

Source: The Ontario Plan
1 No special noise insulation required, assuming buildings of normal conventional construction.
2 Acoustical reports will be required for major new residential construction. Conventional construction with closed windows and fresh air supply systems of air conditions will normally suffice
3 New construction should be discouraged. Noise/aviation easements required for all new construction. If new construction does proceed, a detailed analysis of noise reduction requirements must be made, and necessary noise insulation features included.
4 No new construction should be permitted.

The following goals and policies from TOP Safety Element[1] are directly relevant to the proposed Project:

Goal S4 **An environment where noise does not adversely affect the public's health, safety, and welfare.**

Goal S4-1 **Noise Mitigation. Utilize the City's Noise Ordinance, building codes and subdivision and development codes to mitigate noise impacts.**

1 City of Ontario. 2022. *TOP 2050, Safety Element*. https://www.ontarioca.gov/about-ontario-ontario-plan-policy-plan/safety. (accessed April 2023).

Goal S4-2 **Coordination with Transportation Authorities. Collaborate with airport owners, FAA, Caltrans, SANBAG, SCAG, neighboring jurisdictions, and other transportation providers in the preparation and maintenance of, and updates to transportation related plans to minimize noise impacts and provide appropriate mitigation measures.**

Goal S4-4 **Truck Traffic. Manage truck traffic to minimize noise impacts on sensitive land uses.**

Goal S4-5 **Roadway Design. Design streets and highways to minimize noise impacts.**

Municipal Code Standards

The City of Ontario enforces noise limits through the Municipal Code Chapter 29, *Noise.* ***Table 4.12-4: Exterior Noise Standards – City of Ontario*** summarizes the City of Ontario's noise limits.

Table 4.12-4: Exterior Noise Standards – City of Ontario

Land Use	Allowed Equivalent Noise Level, L_{eq}	
	7:00 AM to 10:00 PM	10:00 PM to 7:00 AM
Single-Family Residential	65 dBA	45 dBA
Multi-Family Residential, Mobile Home Parks	65 dBA	50 dBA
Commercial Property	65 dBA	60 dBA
Residential Portion of Mixed Use	70 dBA	70 dBA
Manufacturing and Industrial, Other Uses	70 dBA	70 dBA

Source: City of Ontario. 2022. Ontario Municipal Code, Chapter 29 *Noise – Section 5-29.04 Exterior* Noise *Standards*. https://codelibrary.amlegal.com/codes/ontarioca/latest/ontario_ca/0-0-0-41849. (accessed April 2023).

The noise limits summarized in ***Table 4.12-4*** are subject to the following:

- The noise standard for the applicable zone for any fifteen-minute (15) period; and
- A maximum instantaneous (single instance) noise level equal to the value of the noise standard plus twenty (20) dBA for any period of time (measured using A-weighted slow response).
- In the event the ambient noise level exceeds the noise standard, the maximum allowable noise level under such category shall be increased to reflect the maximum ambient noise level.
- The Noise Zone IV (residential portion of mixed use) standard shall apply to that portion of residential property falling within one hundred (100) feet of a commercial property or use, if the noise originates from that commercial property or use.
- If the measurement location is on a boundary between two (2) different noise zones, the lower noise level standard applicable to the noise zone shall apply.
- Section 5-29.11, the noise standards assigned to Noise Zone I (single-family residential) also apply to the outdoor use area of any school, day care center, hospital or similar health care institution, library or museum while it is in use.
- Section 5-29.06(e), noise sources associated with construction, repair, remodeling, demolition or grading of a public right-of-way is exempt from the provisions of the Municipal Code.
- Section 5-29.09 addresses construction noise and states that no person, while engaged in construction, remodeling, digging, grading, demolition or any other related building activity, shall operate any tool, equipment or machine in a manner that produces loud noise that disturbs a

person of normal sensitivity who works or resides in the vicinity, or a Police or Code Enforcement Officer, on any weekday except between the hours of 7:00 AM and 6:00 PM or on Saturday or Sunday between the hours of 9:00 AM and 6:00 PM.

City of Chino

The City of Chino enforces noise limits through the Municipal Code Chapter 9.40, *Noise.* ***Table 4.12-5: Exterior Noise Standards for Residential Properties – City of Chino*** summarizes the City of Chino's noise limits for residential, school, and hospital (or similar health care institution) properties.

Table 4.12-5: Exterior Noise Standards for Residential Properties – City of Chino

Maximum Time of Exposure	Noise Metric	Noise Level Not to Exceed	
		7:00 AM to 10:00 PM	10:00 PM to 7:00 AM
30 min/hour	L_{50}[1]	55 dBA	50 dBA
15 min/hour	L_{25}[2]	60 dBA	55 dBA
5 min/hour	L_{8}[3]	65 dBA	60 dBA
1 min/hour	L_{2}[4]	70 dBA	65 dBA
Any Period of Time	L_{max}[5]	75 dBA	70 dBA

Source: City of Chino. 2020. Chino Municipal Code, Chapter 9.40 *Noise – Section 9.40.040 Exterior Noise Standards, Section 9.40.070 Schools, Churches, Libraries, Health Care Institutions – Special Provisions*. https://library.municode.com/ca/chino/codes/code_of_ordinances?nodeId=TIT9PUPEMOWE_CH9.40NO. (accessed April 2023).

Note: A 5 dBA penalty shall be applied in the event of an alleged offensive noise such as impact noise, simple tones, speech, music, or any combination of thereof. The noise standards shall not exceed

[1] The noise standard for a cumulative period of more than 30 minutes in any hour; or

[2] The noise standard plus 5 dBA for a cumulative period of more than 15 minutes in any hour; or

[3] The noise standard plus 10 dBA for a cumulative period of more than 5 minutes in any hour; or

[4] The noise standard plus 15 dBA for a cumulative period of more than 1 minute in any hour; or

[5] The noise standard plus 20 dBA for any period of time.

The noise limits summarized in ***Table 4.12-5*** are subject to the following:

- Each of the noise limits specified in ***Table 4.12-5*** shall be reduced by 5 dBA for impulse or simple tone noises, or for noises consisting of speech or music; provided, however, that if the ambient noise level exceeds the resulting standard, the ambient shall be the standard.
- In the event the ambient noise level exceeds any of the first four noise limit categories above, the cumulative period applicable to said category shall be increased to reflect said ambient noise level. In the event the ambient noise level exceeds the fifth noise category, the maximum allowable noise level under said category shall be increased to reflect the maximum ambient noise level.
- If the measurement location is on a boundary between two different noise zones, the lower noise level standard applicable to the noise zone shall apply.
- Construction activity is exempt from the provisions of the Municipal Code between the hours of 7:00 AM and 8:00 PM Monday through Saturday, with no construction allowed on Sundays and federal holidays pursuant to §9.40.060 and §15.44.030 of the Chino Municipal Code. The construction noise standard is 65 dBA at the affected residential property line.
- Section 9.40.110 of the Chino Municipal Code sets the threshold of vibration perception at no more than 0.05 inches/second RMS vertical velocity (equivalent to 94 VdB).

Existing Conditions

Mobile Noise Sources

Existing roadway noise levels were calculated for the roadway segments in the Project vicinity. This task was accomplished using the Federal Highway Administration (FHWA) Highway Traffic Noise Prediction Model (FHWA-RD-77-108) and existing traffic volumes from the Traffic Analysis (see ***Appendix I: Transportation Reports***). The noise prediction model calculates the average noise level at specific locations based on traffic volumes, average speeds, roadway geometry, and site environmental conditions. The average vehicle noise rates (also referred to as energy rates) used in the FHWA model have been modified to reflect average vehicle noise rates identified for California by the California Department of Transportation (Caltrans). The Caltrans data indicates that California automobile noise is 0.8 to 1.0 dBA higher than national levels and that medium and heavy truck noise is 0.3 to 3.0 dBA lower than national levels. The average daily noise levels along roadway segments in proximity to the Project site are included in ***Table 4.12-6: Existing Traffic Noise Levels***. As shown in ***Table 4.12-6***, existing traffic noise levels in the Project vicinity range between 61.7 dBA CNEL and 71.3 dBA CNEL.

Table 4.12-6: Existing Traffic Noise Levels

Roadway Segment	ADT	dBA CNEL[1]
Euclid Avenue		
SR-60 WB Ramp to SR-60 EB Ramp	53,133	69.7
SR-60 EB Ramp to Walnut Avenue	57,775	70.0
Walnut Avenue to Riverside Drive	43,539	68.8
Riverside Drive to Chino Avenue	39,579	68.3
Chino Avenue to Schaefer Avenue	36,780	70.2
Schaefer Avenue to Project Driveway 1	34,742	69.9
Driveway 1 to Driveway 4	30,338	69.3
Driveway 4 to Edison Avenue	38,099	70.3
Edison Avenue to Eucalyptus Avenue	43,376	70.8
Eucalyptus Avenue to Merrill Avenue	42,026	70.7
Merrill Avenue to Kimball Avenue	38,369	71.3
Schafer Avenue		
Euclid Avenue to Project Driveway 5	14,161	64.6
Project Driveway 5 to Project Driveway 7	9,716	62.9
Project Driveway 7 to Sultana Avenue	9,876	62.9
Sultana Drive to Bon View Avenue	9,217	62.6
Bon View Avenue to Grove Avenue	7,522	61.7
Edison Avenue		
Euclid Avenue to Project Driveway 8	20,081	67.1
Project Driveway 8 to Project Driveway 10	16,492	66.2
Project Driveway 10 to Sultana Drive	16,690	66.2
Sultana Drive to Bon View Avenue	15,563	65.9
Bon View Avenue to Grove Avenue	15,875	65.9
ADT = average daily trips; dBA = A-weighted decibels; CNEL= Community Equivalent Noise Level Traffic noise levels are at 100 feet from the roadway centerline.		
Source: Based on traffic data provided by Urban Crossroads (2023). Refer to ***Appendix H*** for traffic noise modeling results.		

Chino Airport

The Project site is located directly north of the Chino Airport. Due to the orientation of the runway, the project would not fall within the 55 dBA CNEL noise contour[2]. As shown in ***Table 4.12-6***, existing traffic noise exceeds the 55 dBA noise level generated by the airport. Therefore, the Chino Airport would not be a significant source of noise for the Project site.

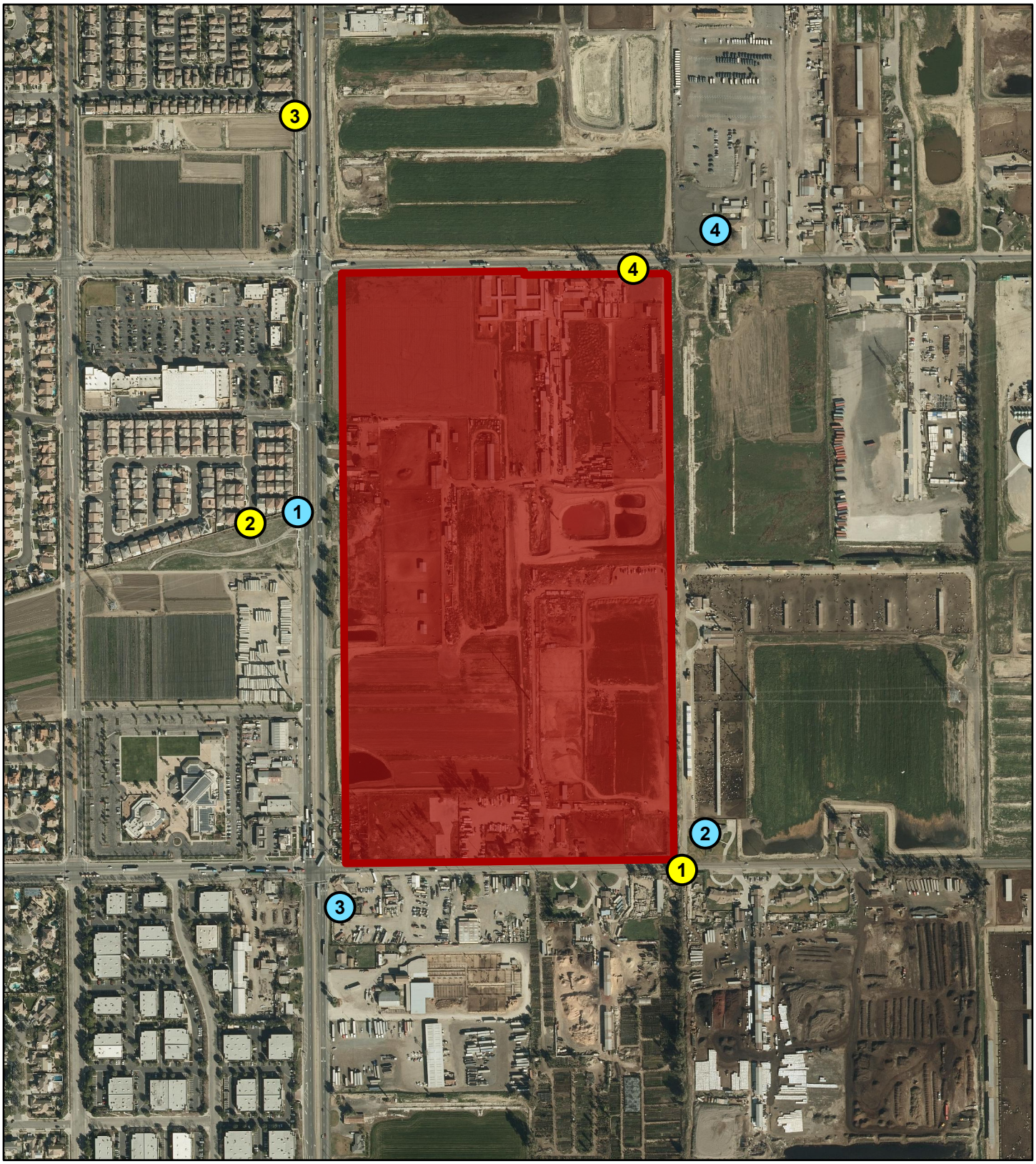
Ambient Noise Measurements

The Project site currently contains land used for dairy farming. To quantify existing ambient noise levels in the Project area, Kimley-Horn conducted five short-term noise measurements on February 8, 2023; see ***Appendix H***. The noise measurement sites were representative of typical existing noise exposure within and immediately adjacent to the Project site. The 10-minute measurements were taken between 2:15 p.m. and 3:42 p.m. near potential sensitive receptors. Short-term L_{eq} measurements are considered representative of the noise levels throughout the day. The noise levels and sources of noise measured at each location are listed in ***Table 4.12-7: Existing Noise Measurements*** and shown on ***Figure 4.12-1: Noise Measurement and Sensitive Receptor Locations***.

Table 4.12-7: Existing Noise Measurements

Monitoring Location	Description	L_{eq} (dBA)	L_{min} (dBA)	L_{max} (dBA)	Time
NM-1	Intersection of Edison Avenue and Sultana Avenue	74.8	48.5	92.3	2:15-2:25 p.m.
NM-2	South of Farmhouse Avenue	56.1	46.2	63.9	2:41-2:51 p.m.
NM-3	Euclid Avenue by the Residences on the corner of Joy Street and Mashona Avenue	75.0	46.0	89.9	3:06-3:16 p.m.
NM-4	7255 Schaefer Avenue	73.0	46.0	86.4	3:32-3:42 p.m.
Source: Kimley-Horn refer to ***Appendix H***					

[2] Riverside County Airport Land Use Compatibility Plan Policy Document. 2008. Chino Airport, Map CH-3. https://www.rcaluc.org/Portals/13/PDFGeneral/plan/newplan/09-%20Vol.%201%20Chino.pdf. (accessed April 2023).



PROJECT SITE

SENSITIVE RECEPTOR LOCATIONS

SHORT-TERM NOISE MEASUREMENT LOCATIONS

Source: County of San Bernardino, 2019.

FIGURE 4.12-1: Sensitive Receptors and Noise Measurement Locations
Euclid Mixed Use Specific Plan

Not to scale

Kimley»Horn 1184

Sensitive Receptors

The Project site contains an existing dairy farm and plant nurseries bounded by Euclid Avenue to the west, Sultana Avenue to the east, Edison Avenue to the south, and Schaefer Avenue to the north. The nearest sensitive receptors are the single-family residences located across the street from the Project site, along Euclid Avenue with other nearby residences located surrounding the Project site. The houses directly west of the Project along Euclid Avenue are the nearest receptors to Phase I, approximately 135 feet (41 meters) from the Phase I Project boundary. The nearest sensitive receptor from Phase II of the Project are the houses along Sultana Avenue to the east, approximately 110 feet (34 meters) from Phase II Project boundary. See ***Table 4.12-8: Sensitive Receptor Locations*** and ***Figure 4.12-1*** for sensitive receptor locations and labels.

Table 4.12-8: Sensitive Receptor Locations

Sensitive Receptor Number	Description	Distance (Feet)
1	Residences west across Euclid Avenue	135 feet
2	Residence east across Sultana Avenue	110 feet
3	Residence south across Edison Avenue	160 feet
4	Residence northeast across Schaefer Avenue	200 feet
Source: Google Earth, 2023		

4.12.4 Impact Thresholds and Significance Criteria

According to Appendix G of the State CEQA Guidelines, a project would normally have a significant effect on the environment if the project would result in:

1) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies.
2) Generation of excessive groundborne vibration or groundborne noise levels.
3) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels.

Construction Noise

City of Chino

The City of Chino has set a noise limit to construction noise at 65 dBA at the affected residential property line.

City of Ontario

The City of Ontario has not established noise limits for temporary construction activities. Therefore, for the purposes of this analysis, the 65 dBA threshold from the City of Chino, located directly adjacent to the western Project boundary, is used to analyze construction noise impacts to affected residences in the City of Ontario.

Stationary Noise

City of Ontario

As discussed above in *Section 4.12.2: Regulatory Setting*, the City's noise ordinance (Chapter 29, *Noise,* of the Municipal Code) establishes noise level standards at receiving residential, school, daycare, hospital, library and museum land uses (see ***Table 4.12-4***). These noise limits are used as significance thresholds for the impact of stationary noise sources on receptors located within the City of Ontario.

City of Chino

As discussed in *Section 4.12.2: Regulatory Setting*, the City of Chino establishes noise level standards at receiving residential land uses in Section 9.40.040 of the City's Municipal Code (see Table 4.12-5). These noise limits are used as significance thresholds for the impact of stationary noise sources on receptors located within the City of Chino.

Vibration

Architectural Damage

The cities of Ontario and Chino do not have established vibration damage criteria, therefore the United States Department of Transportation Federal Transit Administration (FTA) criteria for acceptable levels of ground-borne vibration for various types of buildings is used for this analysis. Structures that amplify ground borne vibration and wood-frame buildings, such as typical residential structures, are more affected by ground vibration than heavier buildings. The level at which ground borne vibration is strong enough to cause architectural damage has not been determined conclusively. The most conservative estimates are reflected in the FTA standards shown in ***Table 4.12-9: Ground borne Vibration Criteria – Architectural Damage*****.**

Table 4.12-9: Ground borne Vibration Criteria - Architectural Damage

Building Category		PPV (in/sec)
I.	Reinforced concrete, steel, or timber (no plaster)	0.5
II.	Engineered concrete and masonry (no plaster)	0.3
III.	Non-engineered timber and masonry buildings	0.2
IV.	Buildings extremely susceptible to vibration damage	0.12
Source: Federal Transit Administration, *Transit Noise and Vibration Impact Assessment Manual*, September 2018.		

Vibration Annoyance

Section 9.40.110 of the Chino Municipal Code sets the threshold of vibration perception at no more than 0.05 in/sec root mean squared (RMS) vertical velocity (equivalent to 94 VdB). Therefore, the potential for vibration annoyance is assessed using 94 VdB as a threshold in this analysis.

4.12.5 Plans, Programs, and Policies

PPP N-1 The proposed project shall comply with City of Ontario MC Chapter 29, Exterior Noise Standards and Section 5-29.09, which limits construction activities to weekdays between the hours of 7:00 am and 6:00 pm or on Saturday or Sunday between the hours of 9:00 am and 6:00 pm.

PPP N-2 The proposed project shall comply with City of Chino MC Chapter 9.40, Exterior Noise Standards, and Section 15.44.040, which limits construction activities between the hours of 7:00 am and 8:00 pm Monday through Saturday, with no construction allowed on Sundays and federal holidays.

Methodology

Construction

Construction noise levels were based on typical noise levels generated by construction equipment published by the FTA and FHWA. Construction noise is assessed in dBA L_{eq}. This unit is appropriate because L_{eq} can be used to describe noise level from operation of each piece of equipment separately, and levels can be combined to represent the noise level from all equipment operating during a given period.

Construction noise modeling was conducting using the FHWA Roadway Construction Noise Model (RCNM). Reference noise levels are used to estimate operational noise levels at nearby sensitive receptors based on a standard noise attenuation rate of 6 dB per doubling of distance (line-of-sight method of sound attenuation for point sources of noise). Noise level estimates do not account for the presence of intervening structures or topography, which may reduce noise levels at receptor locations. Therefore, the noise levels presented herein represent a conservative, reasonable worst-case estimate of actual temporary construction noise.

Operations

The analysis of the Without Project and With Project noise environments is based on noise prediction modeling and empirical observations. Reference noise level data are used to estimate the Project operational noise impacts from stationary sources. Noise levels are collected from field noise measurements and other published sources from similar types of activities are used to estimate noise levels expected with the Project's stationary sources. The reference noise levels are used to represent a worst-case noise environment as noise level from stationary sources can vary throughout the day. Operational noise is evaluated based on the standards within the City's Noise Ordinance and TOP. The Without Project and With Project traffic noise levels in the Project vicinity were calculated using the FHWA Highway Noise Prediction Model (FHWA-RD-77-108).

Vibration

Groundborne vibration levels associated with construction-related activities for the Project were evaluated utilizing typical groundborne vibration levels associated with construction equipment, obtained from FTA published data for construction equipment. Potential groundborne vibration impacts related to

building/structure damage and interference with sensitive existing operations were evaluated, considering the distance from construction activities to nearby land uses and typically applied criteria.

Construction vibration levels were calculated using the following formula:

$$PPV_{equip} = PPV_{ref} \times (25/D)^{1.5}$$

where: PPV_{equip} = the peak particle velocity in in/sec of the equipment adjusted for the distance
PPV_{ref} = the reference vibration level in in/sec from Table 7-4 of the Federal Transit Administration, *Transit Noise and Vibration Impact Assessment Manual*, 2018.
D = the distance from the equipment to the receiver

4.12.6 Impacts and Mitigation Measures

Impact 4.12-1: ***Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?***

Level of Significance: Less Than Significant Impact

Specific Plan – Phase I

Construction

Construction noise typically occurs intermittently and varies depending on the nature or phase of construction (e.g., land clearing, grading, excavation, paving). Noise generated by construction equipment, including earth movers, material handlers, and portable generators, can reach high levels. During construction, exterior noise levels could affect the residential neighborhoods surrounding the construction site. The nearest sensitive receptors to the Phase I construction area is an existing residential residence located approximately 135 feet from the Project boundary, directly west along Euclid Avenue in the City of Chino, identified as Sensitive Receptor 1 in ***Figure 4.12-1***. The closest sensitive receptor in the City of Ontario is located approximately 270 feet northeast from the Project Boundary, identified as Sensitive Receptor 4 in ***Figure 4.12-1***.

Phase I construction activities would include demolition, site preparation, grading, building construction, and paving. Such activities would require industrial saws, excavators, and dozers during demolition; dozers and tractors during site preparation; excavators, graders, and dozers during grading; cranes, forklifts, generators, tractors, and welders during building construction; and pavers, rollers, mixers, and paving equipment during paving. Typical operating cycles for these types of construction equipment may involve 1 or 2 minutes of full power operation followed by 3 to 4 minutes at lower power settings. Other primary sources of acoustical disturbance would be random incidents, which would last less than one minute (such as dropping large pieces of equipment or the hydraulic movement of machinery lifts). Noise generated by construction equipment, including earth movers, material handlers, and portable generators, can reach high levels. Typical noise levels associated with individual construction equipment are listed in ***Table 4.12-10: Typical Construction Noise Levels***. Equipment noise levels at 135 feet and 110 feet, the distance to the nearest sensitive receptors 1 and 2 during Phase I and Phase II construction activities, respectively, are included in ***Table 4.12-10***.

Table 4.12-10: Typical Construction Noise Levels

Equipment	Typical Noise Level (dBA) at 50 feet from Source	Phase I	Phase II
		Typical Noise Level (dBA) at 135 feet from Source[1]	Typical Noise Level (dBA) at 110 feet from Source[1]
Backhoe	80	71	73
Compactor	82	73	75
Concrete Mixer	85	76	78
Concrete Pump	82	73	75
Concrete Vibrator	76	67	69
Crane, Mobile	83	74	76
Dozer	85	76	78
Generator	82	73	75
Grader	85	76	78
Impact Wrench	85	76	78
Jack Hammer	88	79	81
Loader	80	71	73
Paver	85	76	78
Pneumatic Tool	85	76	78
Pump	77	68	70
Roller	85	76	78
Saw	76	67	69
Scraper	85	76	78
Shovel	82	73	75
Truck	84	75	77

Source: Federal Transit Administration, *Transit Noise and Vibration Impact Assessment Manual*, September 2018.

The City of Ontario has not established noise limits for temporary construction activities. Therefore, for the purposes of this analysis, the City of Chino threshold of 65 dBA at the affected residential property is used to analyze construction noise impacts to affected residences in the City of Ontario. Chino city limits are also adjacent to the western boundary of the Project. As shown in ***Table 4.12-10***, if construction equipment remained stationary and was located at the Project boundary nearest to the closest sensitive receptor construction noise could exceed the City's 65 dBA threshold. However, construction equipment will be moving throughout the site and all stationary equipment is located away from sensitive receptors as a best practice.

Following FTA's methodology for quantitative construction noise assessments, FHWA's Roadway Construction Noise Model (RCNM) was used to predict construction noise. The noise levels calculated in ***Table 4.12-11: Phase I Construction Noise Levels at Nearest Receptor***, show estimated exterior construction noise. Following FTA methodology, when calculating construction noise, all equipment is assumed to operate at the center of the Project because equipment would operate throughout the Project site and not at a fixed location for extended periods of time. The distance used in the RCNM model was 900 feet, measured from the center of the Phase I area to the nearest sensitive, Sensitive Receptor 1.

Table 4.12-11: Phase I Construction Noise Levels at Nearest Receptor

Construction Phase	Modeled Exterior Construction Noise Level at Nearest Residence (dBA L_{eq})	Noise Threshold (dBA L_{eq})	Exceed Threshold?	Ambient Noise Level (dBA L_{eq})	Construction + Ambient Combined Noise Level (dBA L_{eq})	Exceed Threshold?
Demolition	61.3	65	No	56.1	62.4	No[1]
Site Preparation	62.5		No		63.4	No[1]
Grading	63.1		No		63.9	No[1]
Construction and Paving	61.9		No		62.9	No[1]

1. Combined Noise level remains below the 65 dBA construction noise threshold for residential uses.
Source: Federal Highway Administration, *Roadway Construction Noise Model,* 2006. Refer to ***Appendix H*** for noise modeling results.

As shown in ***Table 4.12-11***, construction noise would not exceed the 65 dBA threshold at residential properties. In addition, compliance with the Municipal Code would minimize impacts from construction noise by limiting construction to daytime hours on weekdays and Saturdays. Phase I construction activities would result in a less than significant noise impact.

Construction noise would increase ambient noise in the project's vicinity. Generally, noise increases of less than 3 dBA is barely perceptible to people, while a 5-dBA increase is readily noticeable. Therefore, ambient noise level increases greater than 5 dBA would be considered significant, but temporary. As shown in ***Table 4.12-11***, construction noise would lead to an increase in ambient noise levels by a maximum of 7.8 dBA. However, the combined noise level would remain below the 65 dBA construction threshold for residential uses. Thus, construction noise would be considered less than significant.

Operations

Implementation of the proposed Project would create new sources of noise in the Project vicinity. The major noise sources associated with the Project that would potentially impact existing nearby residences include stationary noise equipment (i.e., trash compactors, air conditioners, etc.); truck and loading dock (i.e., slow moving truck on the site, maneuvering and idling trucks, equipment noise); parking areas (i.e., car door slamming, car radios, engine start-up, and car pass-by); and off-site traffic noise.

Mechanical Equipment

Potential stationary noise sources related to long-term operation of the Project would include mechanical equipment. Mechanical equipment (e.g., heating ventilation and air conditioning [HVAC] equipment) typically generates noise levels of approximately 52 dBA at 50 feet. Based on preliminary site plans, the nearest potential location for a HVAC unit would be on the roof of Building 3, approximately 170 feet from Sensitive Receptor 1 in the City of Chino. HVAC noise levels would attenuate by the distance to approximately 41.4 dBA, which is well below the City of Chino's 55 dBA daytime and 50 dBA nighttime noise standards for residential uses (refer to ***Table 4.12-5***). The ambient noise level at Sensitive Receptor 1 was measured to be 56.1 dBA (refer to ***Table 4.12-7***) and would increase by 0.1 dBA with the inclusion of the HVAC equipment. This increase would be below the 3 dBA perceptibility threshold.

For the closest receptor located in the City of Ontario, the nearest potential location for an HVAC unit would be on the roof of Building 7, approximately 370 feet from the residential property line of Sensitive

Receptor 4. HVAC noise levels would attenuate by the distance to approximately 34.6 dBA, which is well below the City of Ontario's 65 dBA daytime and 45 dBA nighttime noise standards for residential uses (refer to ***Table 4.12-4***). Operation of mechanical equipment would not increase ambient noise levels beyond the acceptable compatible land use noise levels. Ambient noise levels measured at Sensitive Receptor 4 was measured to be 73.0 dBA (refer to ***Table 4.12-7***) and would remain at the same noise level with the inclusion of the Project. Therefore, HVAC equipment noise would not result in a perceptible 3 dBA ambient noise level increase.

Truck and Loading Dock Noise

During loading and unloading activities, noise would be generated by the trucks' diesel engines, exhaust systems, and brakes during low gear shifting' braking activities; backing up toward the docks; dropping down the dock ramps; and maneuvering away from the docks. The nearest loading/unloading activities to residential properties would occur on the western edge of the Project site at the business park area, buildings two and three.

The proposed Project buildings include dock-high doors for truck loading/unloading and manufacturing/light industrial operations. The nearest dock-high doors to residences in Chino are located approximately 270 feet from the nearest residential property line (Sensitive Receptor 1) and are oriented to the east, away from the residences to the west. Loading dock noise is approximately 68 dB at 30 feet. Loading dock noise levels would be approximately 49.4 dBA at insensitive Receptor 1 without accounting for the intervening structures. The ambient noise level at Sensitive Receptor 1 was measured to be 56.1 dBA and would increase by 0.8 dBA to 56.9 dBA with the inclusion of Project. Furthermore, loading dock doors would be surrounded with protective aprons, gaskets, or similar improvements that, when a trailer is docked, would serve as a noise barrier between the interior warehouse activities and the exterior loading area. This would attenuate noise emanating from interior activities, and as such, interior loading and associated activities would be permissible during all hours of the day. Therefore, noise levels associated with truck loading/unloading activities would not exceed the City of Chino's 55 dBA daytime and 50 dBA nighttime noise standards and would not result in a perceptible ambient noise level increase when measured at the nearest residential uses.

The nearest dock high doors to residences in Ontario are located approximately 575 feet from the nearest residential property line (Sensitive Receptor 4) and are oriented west, away from the residential receptors. At this distance, loading dock noise levels would be approximately 42.8 dBA at Sensitive Receptor 4 without accounting for the intervening structures. The ambient noise level at Sensitive Receptor 4 was measured to be 73.0 dBA and would not increase with the inclusion of Project. Therefore, noise levels associated with truck loading/unloading activities would not exceed the City of Ontario's 65 dBA daytime and 45 dBA nighttime noise standards and would not result in a perceptible ambient noise level increase when measured at the nearest residential uses.

Parking Noise

Phase I of the Project would provide a total of 851 parking stalls, 401 trailers stalls, and 129 dock doors. Parking stalls would be located on all sides of the proposed buildings, dispersed throughout the Phase I area, except along the edges of the Project site. Nominal parking noise would occur within the on-site

parking facilities. Traffic associated with parking lots is typically not of sufficient volume to exceed community noise standards, which are based on a time-averaged scale such as the CNEL scale. The instantaneous maximum sound levels generated by a car door slamming, engine starting up, and car pass-bys range from 53 to 61 dBA; however due to the orientation of the buildings, sensitive receptors would be shielded from the majority of parking lot noise. It should be noted that parking lot noises are instantaneous noise levels compared to noise standards in the hourly L_{eq} metric, which are averaged over the entire duration of a time period. Therefore, parking noise would not exceed the City of Chino's 55 dBA daytime and 50 dBA nighttime noise standards and the City of Ontario's 65 dBA daytime and 45 dBA nighttime noise standards, and would not result in a perceptible ambient noise level increase when measured at the nearest residential uses.

Specific Plan – Phase II Future Development Areas

Construction

Analyzed as a worst-case scenario, Phase II construction activities are assumed to be similar to Phase I, and would include site preparation, grading, building construction, paving, and would also include architectural coating. Such activities would require dozers and tractors during site preparation; excavators, graders, and dozers during grading; cranes, forklifts, generators, tractors, and welders during building construction; pavers, rollers, mixers, and paving equipment during paving; and air compressors during architectural coating. The nearest sensitive receptors to the Phase II construction area are existing residential properties located approximately 110 feet from the Project boundary, identified as Sensitive Receptor 2 in ***Figure 4.12-1***, on the east side of Sultana Avenue. Typical noise levels associated with individual construction equipment are listed in ***Table 4.12-10***.

As discussed previously, the City of Ontario has not established noise limits for temporary construction activities. Therefore, for the purpose of this analysis, the City of Chino threshold of 65 dBA at the affected residential property is also used to analyze construction noise impacts to affected residences in the City of Ontario.

The noise levels calculated in ***Table 4.12-12: Phase II Construction Noise Levels at Nearest Receptor***, show estimated exterior construction noise. Following FTA methodology, when calculating construction noise, all equipment is assumed to operate at the center of the Project because equipment would operate throughout the Project site and not at a fixed location for extended periods of time. Therefore, the distances used in the RCNM model was 900 feet, measured from the center of the Phase II area to the nearest sensitive receptor, Sensitive Receptor 2.

Table 4.12-12: Phase II Construction Noise Levels at Nearest Receptor

Construction Phase	Modeled Exterior Construction Noise Level at Nearest Residence (dBA L_{eq})	Noise Threshold (dBA L_{eq})	Exceed Threshold?	Ambient Noise Level (dBA L_{eq})	Construction + Ambient Combined Noise Level (dBA L_{eq})	Exceed Threshold?[1]
Demolition	61.3	65	No	74.8	75.0	No
Site Preparation	62.5		No		75.0	No
Grading	63.1		No		75.1	No
Construction/Paving/Painting	61.0		No		75.0	No
Paving	54.6		No		74.8	No
Architectural Coating	48.6		No		74.8	No

Source: Federal Highway Administration, *Roadway Construction Noise Model,* 2006. Refer to ***Appendix H*** for noise modeling results.
1. An increase in ambient noise of 5 dBA is readily perceptible and considered significant.

As shown in ***Table 4.12-12*** construction noise would not exceed the 65 dBA threshold at residential properties. In addition, compliance with the Municipal Code would minimize impacts from construction noise by limiting construction to daytime hours on weekdays and Saturdays. Phase II construction activities would result in a less than significant noise impact.

As mentioned previously, noise increase of 5 dBA is readily perceptible to people. Therefore, ambient noise level increases greater than 5 dBA would be considered significant. As shown in ***Table 4.12-12***, construction noise would not lead to an increase in ambient noise levels by more than 5 dBA. Therefore, construction noise levels would not be perceptible at the nearest sensitive receptor.

Operations

As discussed under Phase I, implementation of Phase II of the Project would also create new sources of noise in the project vicinity. The major noise sources associated with Phase II that would potentially impact existing nearby residences include stationary noise equipment (i.e., trash compactors, air conditioners, etc.); truck and loading dock (i.e., slow moving truck on the site, maneuvering and idling trucks, equipment noise); parking areas (i.e., car door slamming, car radios, engine start-up, and car pass-by); and restaurant/drive-thru traffic noise.

Mechanical Equipment

Potential stationary noise sources related to long-term operation of the Project would include mechanical equipment. Mechanical equipment (e.g., HVAC equipment) typically generates noise levels of approximately 52 dBA at 50 feet. Although the site plan for Phase II has not been designed, as a worst-case scenario, the minimum setbacks permitted have been assumed for Phase II buildings located next to the nearest sensitive receptors (30 feet).[3] Therefore, the nearest potential location for a HVAC unit would be located approximately 140 feet from the nearest residential property in Chino (Sensitive Receptor 3). HVAC noise levels would attenuate by the distance to approximately 43.1 dBA at Sensitive Receptor 3

[3] City of Ontario. ND. *Development Code – Chapter 6.0: Development and Subdivision Regulations, Development and Subdivision Regulations. Table 6.01-10: Industrial Zoning District Development Standards*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/Documents/Planning%20Documents/Development%20Code/Chapter%206.0%20Development%20and%20Subdivision%20Regulations.pdf. (accessed April 2023).

which is well below the City of Chino's 55 dBA daytime and 50 dBA nighttime noise standards for residential uses (refer to ***Table 4.12-5***). The ambient noise level at locations representative of Sensitive Receptor 3 was measured to be 74.8 dBA and would not increase with the inclusion of the HVAC equipment.[4] Therefore, HVAC equipment noise would not result in a perceptible 3 dBA ambient noise level increase.

The nearest potential location for a HVAC unit would be located approximately 190 feet from the nearest residential property in Ontario (Sensitive Receptor 2). HVAC noise levels would attenuate by the distance to approximately 40.4 dBA at Sensitive Receptor 2, which is well below the City of Ontario's 65 dBA daytime and 45 dBA nighttime noise standards for residential uses (refer to ***Table 4.12-4***), respectively. Operation of mechanical equipment would not increase ambient noise levels beyond the acceptable compatible land use noise levels. Ambient noise levels measured at Sensitive Receptor 2 was measured to be 74.8 dBA (refer to ***Table 4.12-7***) and would remain at the same noise level with the inclusion of the Project. Therefore, HVAC equipment noise would not result in a perceptible 3 dBA ambient noise level increase.

Truck and Loading Dock Noise

During loading and unloading activities, noise would be generated by the trucks' diesel engines, exhaust systems, and brakes during low gear shifting' braking activities; backing up toward the docks; dropping down the dock ramps; and maneuvering away from the docks. Although the site plan for Phase 2 has not been designed, for this analysis it has been assumed that Phase 2 buildings located nearest sensitive receptors would have a similar layout as those in Phase 1.

Assuming a similar design as Phase 1, dock-high doors for truck loading/unloading and manufacturing/light industrial operations would be oriented away from sensitive receptors and located approximately 260 feet from the nearest residence (Sensitive Receptor 2). Loading dock noise levels would be approximately 49.7 dBA at Sensitive Receptor 2 without accounting for the intervening structures. The ambient noise level at Sensitive Receptor 2 was measured to be 74.8 dBA and inclusion of the loading dock noise would not increase ambient noise levels. Furthermore, loading dock doors would be surrounded with protective aprons, gaskets, or similar improvements that, when a trailer is docked, would serve as a noise barrier between the interior warehouse activities and the exterior loading area. This would attenuate noise emanating from interior activities, and as such, interior loading and associated activities would be permissible during all hours of the day. Therefore, noise levels associated with truck loading/unloading activities would not exceed the City of Ontario's 65 dBA daytime and 45 dBA nighttime noise standards and would not result in a perceptible ambient noise level increase when measured at the nearest residential uses.

According to the proposed land use plan for Phase II, industrial uses would be located on the eastern side of the Project site and would not be located adjacent to or within 1,000 of residential properties in the City of Chino. Therefore, noise levels associated with truck loading/unloading activities would not exceed

[4] Ambient Noise levels were not collected at Sensitive Receptor 3. Therefore, ambient noise levels at Sensitive Receptor location 2 is used as the ambient noise level due to its proximity to Sensitive Receptor 3.

the City of Chino's daytime or nighttime noise standards and would not result in a perceptible ambient noise level increase when measured at the nearest residential uses.

Parking Noise

Phase II parking stalls would be located on all sides of the proposed buildings including along the edges of the Project site. However, parking areas would be required to meet the City of Ontario's minimum setback requirements for parking lots. Nominal parking noise would occur within the on-site parking facilities. Traffic associated with parking lots is typically not of sufficient volume to exceed community noise standards, which are based on a time-averaged scale such as the CNEL scale. The instantaneous maximum sound levels generated by a car door slamming, engine starting up, and car pass-bys range from 53 to 61 dBA. It should be noted that parking lot noises are instantaneous noise levels compared to noise standards in the hourly L_{eq} metric, which are averaged over the entire duration of a time period. At the closest sensitive receptor 190 feet away (Sensitive Receptor 3), commercial parking lot noise would reach 49.4 dBA and would not increase ambient noise levels at Sensitive Receptor 3. The hours of operation of the commercial spaces is anticipated to be between 7:00 a.m. and 10 p.m. Therefore, parking noise would occur only during the day and would not exceed the City of Chino's 55 dBA daytime standard and would not result in a perceptible ambient noise level increase when measured at the nearest residential uses.

The closest sensitive receptor in the City of Ontario is located approximately 140 feet away from the nearest parking area. Noise levels would reach 52.1 dBA and would not increase ambient noise levels at Sensitive Receptor 2. As mentioned previously, operation of the Phase II parking lot would occur between the hours of 7:00 a.m. and 10:00 p.m. Therefore, parking noise would only occur during the day and would not exceed the City of Ontario's 65 dBA daytime standard.

Restaurant/Drive-Thru Traffic Noise

Phase II of the Project would include a drive-thru restaurant with menu boards and intercoms. Project noise sources from drive-thru operations include amplified speech from the intercom, idling vehicles, and vehicles circulating along the drive-thru lane. The measured noise level associated with active drive-thru operations is 64 dBA at a distance of 20 feet.[5] As mentioned previously, the site plan for Phase 2 has not been designed, therefore for this analysis it has been assumed that drive-thru operations would be located along Edison Avenue at a point closest to sensitive receptors. The nearest sensitive receptor would be Sensitive Receptor 3 (Chino) located at least 160 feet from the drive-thru lane/queuing area, with the proposed menu board and intercom being located even further. At this distance, drive -thru operations would reach 45.9 dBA during peak hours and would not increase ambient noise levels at Sensitive Receptor 3. Furthermore, noise generated through drive-thru operations would fluctuate depending on the time of day and would be below the level listed above at non-peak hours. Therefore, drive-thru operation noise would not exceed the City of Chino's 55 dBA daytime and 50 dBA nighttime noise standards and would not result in a perceptible ambient noise level increase when measured at the nearest residential uses.

[5] Drive-thru noise sample collected by Kimley-Horn on August 17, 2018.

Project Buildout (Phase I + Phase II)

Operations

As discussed under Phase I and Phase II operations, implementation of the proposed Project would create new sources of noise in the Project vicinity. Project Buildout looks at all major noise sources from both Phase I and Phase II when the entire Project is built and operational. Project Buildout impacts to sensitive receptors would be similar to those discussed under Phase II as the nearest sensitive receptor to the Project site is located 110 feet from the Phase II area.

Mechanical Equipment

Refer to mechanical equipment discussions under Phase I and Phase II. As discussed above, mechanical equipment noise would not exceed applicable thresholds for the nearest sensitive receptors located in the City of Ontario and City of Chino. Operation of mechanical equipment would not increase ambient noise levels beyond the acceptable compatible land use noise levels.

Truck and Loading Dock Noise

Refer to truck and loading dock discussion noise under Phase I and Phase II. As discussed above, truck and loading dock noise would not exceed applicable thresholds for the nearest sensitive receptors located in the City of Ontario and City of Chino.

Parking Noise

Refer to parking noise discussions under Phase I and Phase II. As discussed above, parking lot noise would not exceed applicable thresholds for the nearest sensitive receptors located in the City of Ontario and City of Chino.

On-Site Composite Noise

Each on-site operational noise source would impact the closest sensitive receptors to the Project site. ***Table 4.12-13: On-Site Composite Noise*** shows the overall noise level generated by the Project at each of the closest sensitive receptors and the combined noise level experienced by the sensitive receptors from Project buildout operations. A noise level increase less than 3 dBA is considered barely perceptible. Therefore, ambient noise level increases less than 3 dBA would be considered less than significant.

Table 4.12-13: On-Site Composite Noise

Sensitive Receptor	Modeled Exterior Operational Noise (dBA L_{eq})	Ambient Noise Level (dBA L_{eq})	Ambient + Project Combined Noise Level	Incremental Increase	Exceed Threshold?[1]
Sensitive Receptor 1	51.2	56.1	57.3	1.2	No
Sensitive Receptor 2	54.2	74.8	74.8	0.0	No
Sensitive Receptor 3	49.4	74.8	74.8	0.0	No
Sensitive Receptor 4	50.4	73.0	73.0	0.0	No

Refer to ***Appendix H*** for noise modeling results.
1. An increase in ambient noise of 3 dBA is barely perceptible and considered significant.

As shown in ***Table 4.12-13***, none of the closest sensitive receptors would experience a noise level increase greater than 3 dBA. Therefore, on-site operational noise impacts with regard to increases in ambient noise levels would be less than significant.

Off-Site Traffic Noise

Implementation of the Project would generate increased traffic volumes along nearby roadway segments. According to the Traffic Analysis, the Project Buildout would generate a total of 8,820 daily trips which would result in noise increases on Project area roadways. In general, a traffic noise increase of less than 3 dBA is barely perceptible to people, while a 5-dBA increase is readily noticeable. Generally, traffic volumes on Project area roadways would have to approximately double for the resulting traffic noise levels to increase by 3 dBA. Therefore, permanent increases in ambient noise levels of less than 3 dBA are considered to be less than significant.

Traffic noise levels for roadways primarily affected by the Project were calculated using the FHWA's Highway Noise Prediction Model (FHWA-RD-77-108). Traffic noise modeling was conducted for conditions With and Without the Project, based on traffic volumes from the Traffic Analysis. ***Table 4.12-14: Project Buildout (Phase I and Phase II) Existing Plus Project Traffic Noise Levels*** identifies Project traffic-generated noise levels from both Phase I and Phase II combined. Noise levels on Project area roadways under With Project conditions would range between 61.8 dBA CNEL and 71.5 dBA CNEL at 100 feet from the centerline, and the Project would result in a maximum increase of 1.7 dBA CNEL along Edison Avenue. Noise impacts from off-site traffic would be less than significant.

Table 4.12-14: Project Buildout (Phase I and Phase II) Existing Plus Project Traffic Noise Levels

Roadway Segment	Existing		Existing Plus Project Buildout		Project Change from No Build Conditions	Significant Impact?
	ADT	dBA CNEL[1]	ADT	dBA CNEL[1]		
Edison Avenue						
SR-60 WB Ramp to SR-60 EB Ramp	53,133	69.7	55,847	69.7	0.0	No
SR-60 EB Ramp to Walnut Avenue	57,775	70.0	60,773	70.1	0.1	No
Walnut Avenue to Riverside Drive	43,539	68.8	47,599	69.0	0.2	No
Riverside Drive to Chino Avenue	39,579	68.3	44,093	68.7	0.4	No
Chino Avenue to Schaefer Avenue	36,780	70.2	41,602	70.7	0.5	No
Schaefer Avenue to Project Driveway 1	34,742	69.9	39,986	70.5	0.6	No
Driveway 1 to Driveway 4	30,338	69.3	35,858	70.0	0.7	No
Driveway 4 to Edison Avenue	38,099	70.3	42,293	70.6	0.3	No
Edison Avenue to Eucalyptus Avenue	43,376	70.8	47,263	71.2	0.4	No
Eucalyptus Avenue to Merrill Avenue	42,026	70.7	44,640	71.0	0.3	No
Merrill Avenue to Kimball Avenue	38,369	71.3	40,087	71.5	0.2	No
Schaefer Avenue						
Euclid Avenue to Project Driveway 5	14,161	64.6	15,084	64.9	0.3	No
Project Driveway 5 to Project Driveway 7	9,716	62.9	10,650	63.3	0.4	No
Sultana Drive to Bon View Avenue	9,217	62.6	9,567	62.8	0.2	No
Bon View Avenue to Grove Avenue	7,522	61.7	7,722	61.8	0.1	No
Project Driveway 5 to Project Driveway 7	9,716	62.9	10,650	63.3	0.4	No

Roadway Segment	Existing		Existing Plus Project Buildout		Project Change from No Build Conditions	Significant Impact?
	ADT	dBA CNEL[1]	ADT	dBA CNEL[1]		
Edison Avenue						
Euclid Avenue to Project Driveway 8	20,081	67.1	23,706	67.8	0.7	No
Project Driveway 8 to Project Driveway 10	16,492	66.2	22,141	67.5	1.3	No
Sultana Drive to Bon View Avenue	15,563	65.9	21,995	67.4	1.5	No
Bon View Avenue to Grove Avenue	15,875	65.9	23,239	67.6	1.7	No
Euclid Avenue to Project Driveway 8	20,081	67.1	23,706	67.8	0.7	No

ADT = average daily trips; dBA = A-weighted decibels; CNEL= Community Equivalent Noise Level
1. Traffic noise levels are at 100 feet from the roadway centerline.
Source: Based on traffic data provided by Urban Crossroads (2023). Refer to ***Appendix H*** for traffic noise modeling results.

The Traffic Analysis also identifies average daily traffic for the "Opening Year Without Project" and "Opening Year Plus Project." Noise levels for these scenarios are compared in ***Table 4.12-15: Project Buildout (Phase I and Phase II) Opening Year and Opening Year Plus Project Buildout Traffic Noise Levels***. As shown in ***Table 4.12-15***, the opening year Project traffic-generated noise levels on Project area roadways under With Project conditions would range between 62.7 dBA CNEL and 73.6 dBA CNEL at 100 feet from the centerline, and the Project would result in a maximum increase of 0.4 dBA CNEL along Edison Avenue. Noise impacts from off-site traffic would be less than significant in this regard.

Table 4.12-15: Project Buildout (Phase I and Phase II) Opening Year and Opening Year Plus Project Traffic Noise Levels

Roadway Segment	Opening Year		Opening Year Plus Project		Project Change from No Build Conditions	Significant Impact?
	ADT	dBA CNEL[1]	ADT	dBA CNEL[1]		
Euclid Avenue						
SR-60 WB Ramp to SR-60 EB Ramp	72,792	70.8	73,347	70.9	0.1	No
SR-60 EB Ramp to Walnut Avenue	85,177	71.5	86,008	71.6	0.1	No
Walnut Avenue to Riverside Drive	77,713	71.1	78,821	71.2	0.1	No
Riverside Drive to Chino Avenue	75,066	71.0	76,218	71.0	0.0	No
Chino Avenue to Schaefer Avenue	72,518	73.1	73,592	73.1	0.0	No
Schaefer Avenue to Project Driveway 1	70,493	73.0	71,795	73.0	0.0	No
Driveway 1 to Driveway 4	64,610	72.5	66,018	72.6	0.1	No
Driveway 4 to Edison Avenue	72,453	73.0	73,441	73.0	0.0	No
Edison Avenue to Eucalyptus Avenue	74,793	73.2	75,721	73.3	0.1	No
Eucalyptus Avenue to Merrill Avenue	72,932	73.1	73,482	73.1	0.0	No
Merrill Avenue to Kimball Avenue	64,852	73.6	65,314	73.6	0.0	No
Schafer Avenue						
Euclid Avenue to Project Driveway 5	19,186	65.9	19,847	66.1	0.2	No
Project Driveway 5 to Project Driveway 7	11,876	63.8	12,555	64.0	0.2	No
Project Driveway 7 to Sultana Avenue	12,053	63.8	12,507	64.0	0.2	No
Sultana Drive to Bon View Avenue	11,325	63.5	11,733	63.6	0.1	No
Bon View Avenue to Grove Avenue	9,287	62.6	9,463	62.7	0.1	No
Edison Avenue						
Euclid Avenue to Project Driveway 8	28,341	68.6	28,787	68.7	0.1	No

Roadway Segment	Opening Year		Opening Year Plus Project		Project Change from No Build Conditions	Significant Impact?
	ADT	dBA CNEL[1]	ADT	dBA CNEL[1]		
Project Driveway 8 to Project Driveway 10	19,120	66.8	19,716	67.0	0.2	No
Project Driveway 10 to Sultana Drive	19,339	66.9	20,615	67.1	0.2	No
Sultana Drive to Bon View Avenue	24,489	67.8	25,765	68.1	0.3	No
Bon View Avenue to Grove Avenue	25,359	67.9	27,197	68.3	0.4	No

ADT = average daily trips; dBA = A-weighted decibels; CNEL= Community Equivalent Noise Level
1. Traffic noise levels are at 100 feet from the roadway centerline.
Source: Based on traffic data provided by Urban Crossroads (2023). Refer to ***Appendix H*** for traffic noise modeling results.

Conclusion

As demonstrated in ***Tables 4.12-11*** through ***4.12-15***, implementation of the Project would not result in substantial temporary or permanent increases in ambient noise levels. ***Table 4.12-11*** and ***Table 4.12-12*** confirm that construction of Phase I and Phase II of the Project would not exceed construction noise thresholds. As discussed above, the operation of Phase I and Phase II individually would not result in noise levels that would exceed applicable daytime and nighttime thresholds. In addition, ***Table 4.12-13*** through ***Table 4.12-15*** demonstrate that operational noise levels from the entire site, both Phase I and Phase II combined would not exceed applicable noise standards during the existing and the Project's opening year. Therefore, the Project would result in a less than significant impact.

Mitigation Measures

No mitigation required.

Impact 4.12-2: ***Would the project result in generation of excessive groundborne vibration or groundborne noise levels?***

Level of Significance: Less Than Significant Impact

Specific Plan – Phase I, Phase II Future Development Areas, and Project Buildout (Phase I + Phase II)

Construction Vibration

Construction operations can generate varying degrees of ground vibration, depending on the construction procedures and equipment. Operation of construction equipment generates vibrations that spread through the ground and diminish with distance from the source. Construction on the Project site would have the potential to result in varying degrees of temporary ground-borne vibration, depending on the specific construction equipment used and the operations involved.

The FTA has published standard vibration velocities for construction equipment operations. In general, the FTA architectural damage criterion for continuous vibrations (i.e., 0.2 in/sec) appears to be conservative. The types of construction vibration impacts include human annoyance and building damage. Human annoyance occurs when construction vibration rises significantly above the threshold of human perception for extended periods of time. Building damage can be cosmetic or structural. Ordinary buildings that are not particularly fragile would not experience any cosmetic damage (e.g., plaster cracks)

at distances beyond 30 feet. This distance can vary substantially depending on the soil composition and underground geological layer between vibration source and receiver. In addition, not all buildings respond similarly to vibration generated by construction equipment. For example, for a building that is constructed with reinforced concrete with no plaster, the FTA guidelines show that a vibration level of up to 0.20 in/sec is considered safe and would not result in any construction vibration damage.

Table 4.12-16: Typical Construction Equipment Vibration Levels, lists vibration levels at 25 feet for typical construction equipment and at 60 feet for the location of the nearest structure to the Project site. Vibration levels at 110 feet and 135 feet, the distance to the nearest sensitive receptors during Phase I and Phase II construction activities, are also included in ***Table 4.12-16***.

Ground-borne vibration generated by construction equipment spreads through the ground and diminishes in magnitude with increases in distance. As indicated in ***Table 4.12-16***, based on FTA data, vibration velocities from typical heavy construction equipment operations that would be used during Project construction range from 0.003 to 0.089 in/sec PPV at 25 feet from the source of activity.

Table 4.12-16: Typical Construction Equipment Vibration Levels

Equipment	Peak Particle Velocity at 25 Feet (in/sec)	Peak Particle Velocity at 60 Feet (in/sec)	Phase I	Phase II
			Peak Particle Velocity at 135 Feet (in/sec)[1]	Peak Particle Velocity at 110 Feet (in/sec)[1]
Large Bulldozer	0.089	0.024	0.0071	0.0096
Caisson Drilling	0.089	0.024	0.0071	0.0096
Loaded Trucks	0.076	0.020	0.0061	0.0082
Rock Breaker	0.059	0.016	0.0047	0.0064
Jackhammer	0.035	0.009	0.0028	0.0038
Small Bulldozer/Tractors	0.003	0.001	0.0002	0.0003
[1] Calculated using the following formula: $PPV_{equip} = PPV_{ref} \times (25/D)^{1.5}$, where: PPV_{equip} = the peak particle velocity in in/sec of the equipment adjusted for the distance; PPV_{ref} = the reference vibration level in in/sec from Table 7-4 of the Federal Transit Administration, *Transit Noise and Vibration Impact Assessment Manual*, 2018; D = the distance from the equipment to the receiver.				
Source: Federal Transit Administration, *Transit Noise and Vibration Impact Assessment Manual*, 2018.				

The nearest structure to the Project site is located 60 feet to the south. As shown in ***Table 4.12-16***, at 60 feet the vibration velocities from construction equipment would not exceed 0.024 in/sec PPV, which is below the FTA's 0.20 in/sec PPV threshold for building damage. Furthermore, the nearest sensitive receptor to the Phase I construction site is approximately 135 feet to the west (Sensitive Receptor 1), and the nearest receptor to the Phase II construction site is 110 feet to the east (Sensitive Receptor 2). As shown in ***Table 4.12-16***, at 110 feet the vibration velocities from construction equipment would not exceed 0.0096 in/sec PPV, which is below the FTA's 0.10 in/sec PPV annoyance threshold. It is also acknowledged that construction activities would occur throughout the Project site and would not be concentrated at the point closest to the nearest structure. Therefore, vibration impacts associated with Project construction and operation would be less than significant.

Operational Vibration

The proposed Project would include truck movement activity at the proposed Project site. These movements would generally be low-speed (i.e., less than 15 miles per hour) and would occur over new, smooth surfaces. For perspective, Caltrans has studied the effects of propagation of vehicle vibration on

sensitive land uses and notes that "heavy trucks, and quite frequently buses, generate the highest earthborn vibrations of normal traffic." Caltrans further notes that the highest traffic-generated vibrations are along freeways and state routes. Their study finds that "vibrations measured on freeway shoulders (five meters from the centerline of the nearest lane) have never exceeded 0.08 inches per second, with the worst combinations of heavy trucks and poor roadway conditions (while such trucks were moving at freeway speeds). This level coincides with the maximum recommended safe level for ruins and ancient monuments (and historic buildings)"[6]. The distance from the centerline of the nearest lane to sensitive receptors along the truck route is a minimum of 45 feet (14 meters), at this distance, roadway vibrations from trucks would not exceed the annoyance threshold. On-site, truck movements would be a low speed (not at freeway speeds) and over smooth surfaces (not under poor roadway conditions), Project-related vibration associated with truck activity would not result in excessive ground borne vibrations; thus, no vehicle-generated vibration impacts would occur. In addition, there are no sources of substantial ground borne vibration associated with the Project, such as rail or subways. The proposed Project would not create or cause any vibration impacts due to operations.

Conclusion

As shown in ***Tables 4.12-16***, construction of the Project would not generate excessive vibration levels that would cause building damage or annoyance. In addition, operations associated with the Project, including slow moving trucks, would not result in the generation of substantial vibration impacts. Therefore, vibration impacts associated with Project construction and operation would be less than significant.

Mitigation Measures

No mitigation required.

Impact 4.12-3: ***For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?***

Level of Significance: No impact

Specific Plan – Phase I, Phase II Future Development Areas, and Project Buildout (Phase I + Phase II)

Chino Airport

The proposed Project is located approximately one mile north of Chino Airport. The Chino General Plan's Noise Element has noise contours for the Chino Airport. The noise contours show the Project site outside the 65 dBA CNEL contour and, in addition, the proposed Project would be an industrial business park, which is not considered a noise-sensitive land use. Therefore, there would be no impact.

[6] California Department of Transportation. 2013. *Technical Noise Supplement ("TeNS").* https://dot.ca.gov/-/media/dot-media/programs/environmental-analysis/documents/env/tens-sep2013-a11y.pdf. (accessed April 2023).

Ontario International Airport

The proposed Project is approximately 3.7 miles southwest of the Ontario International Airport. The Ontario International Airport Land Use Compatibility Plan Policy Map 2-3, Noise Impact Zones, shows airport noise contours. The map shows that the Project site is outside the 60-65 dB CNEL contour. As discussed above, the proposed Project would be an industrial business park, which is not considered a noise-sensitive land use. There would be no impact.

Mitigation Measures

No mitigation required.

4.12.7 Cumulative Impacts

Construction Noise

Project-related construction activities would not result in a substantial temporary increase in ambient noise levels. Construction noise impacts would be periodic and temporary and would cease upon completion of construction activities. The Project would contribute to other proximate construction Project noise impacts if construction activities were conducted concurrently. However, based on the noise analysis above, the Project's construction-related noise impacts would be less than significant.

Construction activities at other planned and approved projects near the Project site would be required to comply with applicable City rules related to noise. Activities would take place during daytime hours on the days permitted by the applicable Municipal Code, and projects requiring discretionary City approvals would be required to evaluate construction noise impacts, comply with the City's standard conditions of approval, and implement mitigation, if necessary, to minimize noise impacts. Construction noise impacts are by nature localized. Based on the fact that noise dissipates as it travels away from its source, noise impacts would be limited to the Project site and immediate vicinity. Therefore, Project construction would not result in a cumulatively considerable contribution to significant cumulative impacts, assuming such a cumulative impact existed, and impacts in this regard would not be cumulatively considerable. Additionally, cumulative construction noise would be consistent with the findings of TOP 2050 Final Supplemental EIR.

Operational Noise

Cumulative Off-Site Traffic Noise

Cumulative noise impacts describe how much noise levels are projected to increase over existing conditions with the development of the proposed Project and other foreseeable projects. Cumulative noise impacts would occur primarily as a result of increased traffic on local roadways due to buildout of the Project and other projects in the vicinity. Cumulative increases in traffic noise levels were estimated by comparing the Existing and Future Without Project scenarios to the Future Plus Project scenario. The traffic analysis considers cumulative traffic from future growth assumed in the transportation model, as well as cumulative projects.

A project's contribution to a cumulative traffic noise increase would be considered significant when the combined effect exceeds perception level (i.e., auditory level increase) threshold. The following criteria is used to evaluate the combined and incremental effects of the cumulative noise increase.

- **Combined Effect**. The cumulative with Project noise level ("Cumulative With Project") would cause a significant cumulative impact if a 3.0 dB increase over "Existing" conditions occurs and the resulting noise level exceeds the applicable exterior standard at a sensitive use. Although there may be a significant noise increase due to the proposed Project in combination with other related projects (combined effects), it must also be demonstrated that the Project has an incremental effect. In other words, a significant portion of the noise increase must be due to the proposed Project.
- **Incremental Effects**. The "Cumulative With Project" causes a 1.0 dBA increase in noise over the "Cumulative Without Project" noise level.

A significant impact would result only if both the combined and incremental effects criteria have been exceeded. Noise by definition is a localized phenomenon and reduces as distance from the source increases. Consequently, only the proposed Project and growth due to occur in the general area would contribute to cumulative noise impacts.

Table 4.12-17: Cumulative Plus Project Conditions Predicted Traffic Noise Levels – Project Buildout, identifies the traffic noise effects along roadway segments in the Project vicinity for "Existing," "Cumulative Without Project," and "Cumulative With Project," conditions, including incremental and net cumulative impacts.

Table 4.12-17: Cumulative Plus Project Conditions Predicted Traffic Noise Levels – Project Buildout

Roadway Segment	Existing dBA CNEL[1]	Future Without Project dBA CNEL[1]	Future With Project dBA CNEL[1]	Combined Effects	Incremental Effects	Cumulatively Significant Impact?
				Difference In dBA Between Existing and Future With Project	Difference In dBA Between Future Without Project and Future With Project	
Edison Avenue						
SR-60 WB Ramp to SR-60 EB Ramp	69.2	72.2	72.3	3.0	0.1	No
SR-60 EB Ramp to Walnut Avenue	69.5	72.4	72.5	2.9	0.1	No
Walnut Avenue to Riverside Drive	68.2	73.3	73.5	5.3	0.2	No
Riverside Drive to Chino Avenue	67.7	73.3	73.4	5.6	0.1	No
Chino Avenue to Schaefer Avenue	69.6	76.0	76.2	6.6	0.2	No
Schaefer Avenue to Project Driveway 1	69.3	75.0	75.2	5.9	0.2	No
Driveway 1 to Driveway 4	68.7	72.9	73.3	4.6	0.4	No
Driveway 4 to Edison Avenue	69.7	74.1	74.2	4.5	0.1	No
Edison Avenue to Eucalyptus Avenue	70.2	75.1	75.2	5.0	0.1	No
Eucalyptus Avenue to Merrill Avenue	70.1	75.1	75.2	5.1	0.1	No
Merrill Avenue to Kimball Avenue	70.7	75.2	75.3	4.6	0.1	No
Schafer Avenue						
Euclid Avenue to Project Driveway 5	64.0	64.2	64.4	0.4	0.2	No

Roadway Segment	Existing dBA CNEL[1]	Future Without Project dBA CNEL[1]	Future With Project dBA CNEL[1]	Combined Effects	Incremental Effects	Cumulatively Significant Impact?
				Difference In dBA Between Existing and Future With Project	Difference In dBA Between Future Without Project and Future With Project	
Project Driveway 5 to Project Driveway 7	62.3	64.2	64.4	2.1	0.2	No
Project Driveway 7 to Sultana Avenue	62.3	63.9	64.1	1.8	0.2	No
Sultana Drive to Bon View Avenue	62.0	63.6	63.7	1.7	0.1	No
Bon View Avenue to Grove Avenue	61.1	64.2	64.4	3.3	0.2	No
Edison Avenue						
Euclid Avenue to Project Driveway 8	66.5	71.8	72.1	5.6	0.3	No
Project Driveway 8 to Project Driveway 10	65.6	67.3	68.3	2.7	1.0	No
Project Driveway 10 to Sultana Drive	65.6	67.3	68.5	2.9	1.2	No
Sultana Drive to Bon View Avenue	65.3	71.9	72.3	7.0	0.4	No
Bon View Avenue to Grove Avenue	65.3	74.6	74.8	9.5	0.2	No

ADT = average daily trips; dBA = A-weighted decibels; CNEL= Community Equivalent Noise Level
1. Traffic noise levels are at 100 feet from the roadway centerline.
Source: Based on traffic data provided by Urban Crossroads (2023). Refer to *Appendix H* for traffic noise modeling results.

A significant cumulative traffic noise increase would be identified if a cumulative traffic noise increase of greater than the 3 dBA significance threshold of perceptibility is calculated, and the relative contribution from project traffic is calculated to contribute more than 1 dBA to this cumulative impact, it would be considered cumulatively considerable. The largest increase in future levels with the Project is along Edison Avenue with an increase of 1.2 dBA. Therefore, the cumulative traffic noise at this roadway segment would be less than significant. The proposed Project's contribution to noise levels would not be cumulatively considerable. Additionally, cumulative off-site traffic noise would be consistent with the findings of TOP 2050 Final Supplemental EIR.

Cumulative Stationary Noise

Stationary noise sources associated with the Project would result in an incremental increase in non-transportation noise sources in the Project vicinity. However, as discussed above, operational noise caused by the Project would be less than significant. Additionally, due to Project site's distance to sensitive receptors, cumulative stationary noise impacts would not occur. Similar to the proposed Project, other planned and approved projects would be required to mitigate for stationary noise impacts at nearby sensitive receptors, if necessary. As stationary noise sources are generally localized, there would be a limited potential for other projects to contribute to cumulative noise impacts.

No known past, present, or reasonably foreseeable projects would combine with the operational noise levels generated by the Project to increase noise levels above acceptable standards because each project must comply with applicable City regulations that limit operational noise. Therefore, the Project, together with other projects, would not create a significant cumulative impact.

Given that noise dissipates as it travels away from its source, operational noise impacts from on-site activities and other stationary sources would be limited to the Project site and the immediate vicinity. Thus, cumulative operational noise impacts from related projects, in conjunction with Project-specific noise impacts, would not be cumulatively significant. Additionally, cumulative stationary noise would be consistent with the findings of TOP 2050 Final Supplemental EIR.

Pursuant to TOP 2050, implementation of the Specific Plan would represent a consistent and logical continuation of the existing and planned pattern of development in Ontario, specifically the Ontario Ranch area. The City has long anticipated that this area would transition from dairy/agricultural to urban uses, and the Specific Plan is implementing TOP 2050.[7]

4.12.8 Significant Unavoidable Impacts

There are no unavoidable significant impacts.

4.12.9 References

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[7] City of Ontario. (2022). TOP 2050 Final Supplemental EIR. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf. (accessed April 2023)

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4.13 POPULATION AND HOUSING

4.13.1 Introduction

The purpose of this section is to describe the existing regulatory and environmental conditions related to population and housing in the vicinity of the Euclid Mixed Use Specific Plan Project (Project), within the City of Ontario (City). This section of the Draft Environmental Impact Report (EIR) identifies potential impacts that could result from the Project. This chapter discusses the Project's relationship to regional housing and jobs policies of the Southern California Association of Governments (SCAG) and the adopted The Ontario Plan (TOP) for the City of Ontario (City), including the Housing Element, with a particular emphasis on jobs-housing relationships in the City and San Bernardino County (County), and as necessary, recommends mitigation measures to avoid and/or reduce the significance of impacts. Impacts are discussed in terms of the changes that would result from Project implementation and includes analysis of the Project's potential to result in substantial population growth in the area (either directly or indirectly) or displace substantial numbers of existing people or housing.

This Section and environmental discussion use information from the following City documents:

- The Ontario Plan 2050
- City of Ontario Municipal Code
- City of Ontario TOP 2050 Final Supplemental EIR

4.13.2 Environmental Setting

Existing Conditions

The Project site is located on approximately 84.1 acres of land currently occupied by agricultural uses, including the raising of livestock, dairy farming activities, and a commercial nursery. There is a private recreational vehicle facility in the southwestern portion of the site and a scrap yard at the intersection of Euclid Avenue and Edison Avenue. Numerous single family residential structures, as well as agricultural related buildings and open structures are also located within the Project site. With that, employment opportunities available on the Project site are those associated with agricultural operations. According to Exhibit LU-01: Land Use Plan of TOP[1], the Project site is currently designated for development of Business Park (BP) (0.6 FAR) and Mixed-Use (MU) at 14.0 to 65.0 du/ac; 1.5 FAR office; 1.0 FAR retail.

Population

Citywide and Countywide Population

As of January 2022, the City and County have a population of approximately 179,516 persons and 2,187,665 persons, respectively. ***Table 4.13-1: Population, Trends in the City of Ontario and San Bernardino County***, exhibits the population growth trends in the City as well as in the County, collected by the Department of Finance (DOF). SCAG projects that by 2045, the horizon year of the 2020-2045

[1] City of Ontario. 2022. LU-01 TOP Land Use Map. https://experience.arcgis.com/experience/99e7a1effa0242218701ac06ca387f9b. (accessed October 2022).

Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), the population of the City and County would increase to 269,100 persons and 2,815,000 persons, respectively.[2]

According to the data, population has steadily increased in both the City and the County from 2010 to 2022 with the largest percentage increase for the City being from 2018 to 2019, at 2.01 percent. The largest percentage increase for the County was from 2010 to 2011 at 0.98 percent.

Table 4.13-1: Population Trends in the City of Ontario and San Bernardino County

Year	City of Ontario		San Bernardino County	
	Population	Percent Change	Population	Percent Change
2010	163,924	N/A	2,035,210	N/A
2011	165,529	0.98%	2,055,250	0.98%
2012	166,592	0.64%	2,071,326	0.78%
2013	167,412	0.49%	2,084,443	0.63%
2014	167,885	0.28%	2,094,951	0.50%
2015	169,153	0.76%	2,112,187	0.82%
2016	169,491	0.20%	2,122,579	0.49%
2017	172,858	1.99%	2,139,520	0.80%
2018	175,083	1.29%	2,150,017	0.49%
2019	178,606	2.01%	2,165,876	0.74%
2020	175,427	1.78%	2,181,654	-0.73%
2021	176,689	-0.72%	2,182,343	-0.03%
2022	179,516	-1.60%	2,187,665	-0.24%

Source: Department of Finance (DOF). 2021. E-*4 Population Estimates for Cities, Counties, and the State, 2011-2020 with 2010 Census Benchmark*. https://dof.ca.gov/forecasting/demographics/estimates/e-4-population-estimates-for-cities-counties-and-the-state-2011-2020-with-2010-census-benchmark-new/ .;DOF. 2022. *E-4 Population Estimates for Cities, Counties, and the State, 2020-2022 with 2020 Census Benchmark*. https://dof.ca.gov/forecasting/Demographics/estimates/e-4-population-estimates-for-cities-counties-and-the-state-2021-2022-with-2020-census-benchmark/.

Citywide and Countywide SCAG Projections

SCAG's regional forecast population, housing, and employment projections for 2020 and 2045 for the City and the County are shown in ***Table 4.13-2: SCAG Projections – City of Ontario and San Bernardino County***. According to SCAG, significant growth is anticipated to occur within the City as well as the County between 2016 and 2045. The 2020-2045 RTP/SCS forecasts that the City's population will increase by 96,900 persons between 2016 and 2045, an approximately 56 percent increase. Households within the City are forecasted to increase by 28,500 from year 2016 to 2045, an approximately 62 percent increase. The 2020 2045 RTP/SCS also forecasts that the number of jobs in the City will increase by 55,400 between 2016 and 2045, an approximately 49 percent increase.

[2] SCAG. 2020. *2020-2045 Connect SoCal – Demographics and Growth Forecast*. https://scag.ca.gov/sites/main/files/file-attachments/0903fconnectsocal_demographics-and-growth-forecast.pdf?1606001579. (accessed April 2023).

Table 4.13-2: SCAG Projections – City of Ontario and San Bernardino County

	2016	2045	Projected Change 2016-2045	Percent Change 2016-2045
San Bernardino County Forecast				
Population	2,141,000	2,815,000	674,000	31%
Housing	630,000	875,000	245,000	39%
Employment	791,000	1,064,000	273,000	35%
City of Ontario Forecast				
Population	172,200	269,100	96,900	56%
Housing	46,000	74,500	28,500	62%
Employment	113,900	169,300	55,400	49%

Source: SCAG. 2020. *RTP/SCS 2020-2045 – Connect SoCal, Demographics and Growth Forecast*. https://scag.ca.gov/sites/main/files/file-attachments/0903fconnectsocal_demographics-and-growth-forecast.pdf?1606001579. (accessed April 2023).

Households

Citywide and Countywide Housing

As shown in ***Table 4.13-3: Housing Units – City of Ontario and San Bernardino County (2022)***, DOF estimates that there are currently approximately 54,918 housing units in the City. The majority of housing in the City and the County are single-family detached homes. Characteristics of occupied and vacant housing units in the City and County, as reported by the DOF, are also shown in ***Table 4.13-3***.

Table 4.13-3: Housing Units – City of Ontario and San Bernadino County (2022)

	City of Ontario	San Bernardino County
By Unit Type		
Single-Family Detached	32,194	525,570
Single-Family Attached	3,226	25,620
Two to Four	5,322	47,409
Five Plus	11,913	97,958
Mobile Homes	2,262	44,097
Total	**54,918**	**740,654**
Persons per Household	3.37	3.19
Vacancy Rate	3.6%	8.9%

Source: DOF. 2021. *E-5 Population and Housing Estimates for Cities, Counties, and the State, January 2021-2022 with 2020 Benchmark*. https://www.dof.ca.gov/Forecasting/Demographics/Estimates/e-5/. (accessed April 2023).

Employment

Citywide Employment

As shown in ***Table 4.13-4: Employment by Industrial Sector – City of Ontario (2022),*** there were 123,976 jobs in the City from February 2020 to June 2021 as provided by the City's "Regional Intelligence Report." The numbers of jobs in the City per industrial sector are shown in ***Table 4.13-4*** with the most jobs at

19.4 percent occurring in the "Transport/Warehouse/Utilities" sector. In 2021, unemployment in the City was 4.1 percent (approximately 5,611 persons).[3]

Table 4.13-4: Employment by Industrial Sector – City of Ontario (2022)

Industrial Sector	Jobs in the City of Ontario	
	Jobs	Percent (%) of Total Jobs
Transport/Warehouse/Util.	24,004	19.4
Health Care	10,539	8.5
Admin. Support	17,629	14.2
Education	1,196	1.0
Fin. Svcs. And Real Estate	4,639	3.7
Prof, Sci, Tech, and Mgmt.	5,675	4.6
Other Svcs.	2,852	2.3
NR/Construction	5,478	4.4
Information	1,729	1.4
Wholesale Trade	12,393	10.0
Retail Trade	12,846	10.4
Government	5,312	4.3
Manufacturing	12,261	9.9
Leisure and Hospitality	7,423	6.0
Total	**123,976**	**100**

Source: UC Riverside. 2022. *City of Ontario Regional Intelligence Report*. https://www.ontariothinksbusiness.com/sites/default/files/inline-files/OntarioRIR_Spring22.pdf. (accessed April 2023).

Jobs-Housing Balance

The jobs-housing balance is a general measure of the total number of jobs and housing units in a defined geographic area, without regard to economic constraints or individual preferences. The balance of jobs and housing in an area—in terms of the total number of jobs and housing units as well as the type of jobs versus the price of housing—has implications for mobility, air quality, and the distribution of tax revenues. The jobs-housing balance is one indicator of a project's effect on growth and quality of life in the project area. SCAG applies the jobs-housing balance at the regional and sub regional levels to analyze the fit between jobs, housing, and infrastructure. A major focus of SCAG's regional planning efforts has been to improve this balance. SCAG defines the jobs-housing balance as follows:

> *Jobs and housing are in balance when an area has enough employment opportunities for most of the people who live there and enough housing opportunities for most of the people who work there. The region is, by definition, balanced… Job-rich subregions have balances greater than the regional average; housing-rich subregions have balances lower than the regional average.*
>
> *Ideally, job-housing balance would… assure not only a numerical match of jobs and housing but also an economic match in type of jobs and housing.*

[3] United States Census Bureau (USCB). 2022. 2021 America Community Survey 5-Year Estimates Data Profiles 2016-2021. Selected Economic Characteristics. https://data.census.gov/table?t=Employment&g=050XX00US06071_160XX00US0653896&tid=ACSDP1Y2021.DP03 (Accessed March 23, 2023)

Jobs-housing goals and balances are advisory only. No ideal jobs-housing balance is adopted in state, regional, or city policies. However, SCAG considers an area balanced when the jobs-housing balance is 1.36; communities with more than 1.36 jobs per dwelling unit are considered jobs-rich, while those with fewer than 1.36 are housing-rich. A job-housing imbalance can indicate potential air quality and traffic problems associated with commuting.

As shown in ***Table 4.13-5: Jobs-Housing Balance***, the jobs-housing balance in the City is forecast to decrease between 2016 and 2045, from 2.47 to 2.27. The City is shown to have a disproportionate number of employment opportunities to housing. This suggests that many workers commute to the City. According to SCAG projections, the City is expected to remain jobs-rich. The size, location in the City, and noise and safety zones surrounding the City provide a physical barrier for the development of land uses such as housing, and therefore encourage placement of compatible land uses such as retail, office, industrial, warehousing, and airport service-related uses. Consequently, and as stated above, the City is inherently jobs-rich.

Furthermore, as shown in ***Table 4.13-5***, the County is below the proposed balance of 1.36. It is expected to decrease from 1.26 in 2016 to 1.22 in 2045, which is considered housing-rich. Therefore, it is likely that residents within the subregion will supply most of the workforce, thereby reducing the influx of individuals migrating to southwest County and the City. Additional employment to the area is expected to create a better balance between housing and jobs within the County.

Table 4.13-5: Jobs-Housing Balance

Jurisdiction	Year	Employment	Households	Jobs-Housing
City of Ontario	2016	113,900	46,000	2.47
	2045	169,300	74,500	2.27
San Bernardino County	2016	791,000	630,000	1.26
	2045	1,064,000	875,000	1.22

Source: SCAG. 2020. *2020-2045 Connect SoCal – Demographics and Growth Forecast*. https://scag.ca.gov/sites/main/files/file-attachments/0903fconnectsocal_demographics-and-growth-forecast.pdf?1606001579. (accessed April 2023).

4.13.3 Regulatory Setting

State and regional laws, regulations, plans, or guidelines that are potentially applicable to the Project are summarized below.

Federal

No Federal laws, regulations, or executive orders apply to aesthetics and scenic resources in the Project site.

State

California Planning and Zoning Law

California planning and zoning law requires each city and county to adopt a general plan for future growth (California Government Code Section 65300). This plan must include a housing element that identifies housing needs for all economic segments and provides opportunities for housing development to meet

that need. At the state level, the Housing and Community Development Department (HCD) estimates the relative share of California's projected population growth in each county based on California DOF population projections and historical growth trends. These figures are compiled by HCD in a Regional Housing Needs Assessment (RHNA) for each region of California. The RHNA is a tool used for SCAG and its member local governments in planning for growth. The RHNA quantifies the need for housing within each jurisdiction. Communities then plan, consider, and decide how they will address this need through the process of completing the Housing Elements of their General Plans. The RHNA does not necessarily encourage or promote growth but allows communities to prepare for growth in a way that enhances quality of life and mobility; improves access to jobs, transportation, and housing; and in a way that would not adversely impact the environment.

State law recognizes the vital role that local governments play in the supply and affordability of housing. To that end, California Government Code requires that the housing element achieve legislative goals to:

- Identify adequate sites to facilitate and encourage the development, maintenance, and improvement of housing for households of all economic levels, including persons with disabilities.
- Remove, as legally feasible and appropriate, governmental constraints to the production, maintenance, and improvement of housing for persons of all incomes, including those with disabilities.
- Assist in the development of adequate housing to meet the needs of low- and moderate-income households.
- Conserve and improve the condition of housing and neighborhoods, including existing affordable housing. Promote housing opportunities for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, or disability.
- Preserve for lower-income households the publicly assisted multifamily housing developments in each community.

California housing element laws (California Government Code Section 65580–65589) require that each city and county identify and analyze existing and projected housing needs within its jurisdiction and prepare goals, policies, and programs to further the development, improvement, and preservation of housing for all economic segments of the community commensurate with local housing needs.

No Net Loss Law (Government Code Section 65863)

The purpose of Government Code Section 65863 (No Net Loss Law) is to ensure development opportunities remain available throughout the planning period to accommodate a jurisdiction's regional housing need allocation (RHNA), especially for lower- and moderate-income households. A jurisdiction may not take any action to reduce a parcel's residential density unless it makes findings that the remaining sites identified in its Housing Element sites inventory can accommodate the jurisdiction's remaining unmet RHNA by each income category, or if it identifies additional sites so that there is no net loss of residential unit capacity. If a jurisdiction approves a development of a parcel identified in its Housing Element sites inventory with fewer units than shown in the Housing Element, it must either make findings that the Housing Element's remaining sites have sufficient capacity to accommodate the remaining unmet RHNA by each income level or identify and make available sufficient sites to accommodate the remaining

unmet RHNA for each income category. A jurisdiction may not disapprove a housing project on the basis that approval of the development would trigger the identification or zoning of additional adequate sites to accommodate the remaining RHNA.

Regional

Southern California Association of Governments

SCAG is a council of governments representing Imperial, Los Angeles, Orange, Riverside, San Bernardino, and Ventura counties. SCAG is the federally recognized metropolitan planning organization (MPO) for this region, which encompasses over 38,000 square miles. It serves as a forum for addressing regional issues concerning transportation, the economy, community development, and the environment. SCAG develops, refines, and maintains SCAG's regional and small area socioeconomic forecasting/allocation models. SCAG is also the regional clearinghouse for projects requiring environmental documentation under federal and state law. In this role, SCAG reviews proposed development and infrastructure projects to analyze their impacts on regional planning programs. As the southern California region's MPO, SCAG cooperates with the South Coast Air Quality Management District (SCAQMD), the California Department of Transportation (Caltrans), and other agencies in preparing regional planning documents. The socioeconomic estimates and projections are used for federal and state-mandated long-range planning efforts such as the RTP/SCS, the Air Quality Management Plan, the Federal Transportation Improvement Program, and the RHNA.

Regional Housing Needs Assessment

The RHNA is an assessment process performed periodically as part of Housing Element and General Plan updates at the local level. The RHNA quantifies the need for housing by income group within each jurisdiction during specific planning periods. The RHNA is used in land use planning, to prioritize local resource allocation and to help decide how to address existing and future housing needs. The RHNA allows communities to anticipate growth, so that collectively the region can grow in ways that enhance quality of life, improve access to jobs, promote transportation mobility, and address social equity and fair share housing needs.

Regional Transportation Plan/Sustainable Communities Strategy

On September 3, 2020, SCAG adopted the 2020-2045 RTP/SCS, which places a greater emphasis than ever on sustainability and integrated planning. The 2020-2045 RTP/SCS vision encompasses a long-range visioning plan that balances future mobility and housing needs with economic, environmental, and public health goals. The 2020-2045 RTP/SCS includes a strong commitment to reduce emissions from transportation sources to comply with SB 375, improve public health, and meet the GHG emission reductions. This long-range plan, required by the state of California and the federal government, is updated by SCAG every four years as demographic, economic, and policy circumstances change. The 2020 2045 RTP/SCS is a living, evolving blueprint for the region's future.

Local

City of Ontario General Plan – The Ontario Plan 2050

The Ontario Plan (TOP) 2050 includes the Housing Element which was certified by the California Department of Housing and Community Development (HCD) in October 2022. The City of Ontario Housing Element's purpose is to provide an adequate supply of quality and affordable housing that is fundamental to the economic and social well-being of the City. Among its most important functions, the Housing Element analyzes existing and future housing needs; addresses constraints to meeting local housing needs; identifies land, financial, and administrative resources for housing; sets forth goals and policies to meet community housing needs; and establishes housing programs and an implementation plan. The Housing Element must be updated every eight years. The City's Housing Element covers the period from October 15, 2021, to October 15, 2029. For Ontario and the rest of the SCAG region, the upcoming housing cycle (the 6th cycle) plans for projected housing needs between 2021 and 2029. For the 6th cycle, the City RHNA goal has nearly doubled since the last Housing Element planning period. For the 2013-2021 planning period, Ontario's RHNA was 10,861 units; the allocation increased 92 percent to 20,854 units for the 2021-2029 period. Within this goal, the City must plan for housing production at three different income levels: lower-income housing (includes extremely low, very low, and low income), moderate income, and above moderate-income.

The Project Site has been identified as a Housing Opportunity Area "Strategy 6, Ontario Ranch Housing Opportunity Area, Euclid Corridor" in the City's Housing Element.

The Housing Element is required to address the production, preservation, and improvement of housing in the community. Among its most important functions, the Housing Element analyzes existing and future housing needs; addresses constraints to meeting local housing needs; identifies land, financial, and administrative resources for housing; sets forth goals and policies to meet community housing needs; and establishes housing programs and an implementation plan.

The following policies contained in the Housing Element are relevant to the Project:

Housing Element[4]

Goal H-2 **Diversity of types of quality housing that are affordable to a range of household income levels, accommodate changing demographics, and support and reinforce the economic sustainability of Ontario.**

Policy H-2.1 **Corridor Housing**. We revitalize transportation corridors by encouraging the production of higher density residential and mixed-uses that are architecturally, functionally, and aesthetically suited to corridors.

4.13.4 Impact Thresholds and Significance Criteria

State CEQA Guidelines Appendix G contains the Environmental Checklist Form, which includes questions concerning aesthetics. The questions presented in the Environmental Checklist Form have been utilized

[4] City of Ontario. 2022. *TOP 2050, Housing Element*. https://www.ontarioca.gov/about-ontario-ontario-plan-policy-plan/housing. (accessed April 2023).

as significance criteria in this section. Accordingly, the Project would have a significant effect on the environment if it would:

- Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure); or
- Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere.

Methodology and Assumptions

The Project's demographics are examined in the context of existing and projected population for the County and the City and considers consistency with TOP and the 2020-2045 RTP/SCS. Information on population, housing, and employment for the planning area is available from several sources including:

- **U.S. Census.** The official U.S. Census is described in Article I, Section 2, of the U.S. Constitution. It calls for an actual enumeration of the people every 10 years, to be used for apportionment among the states of seats in the House of Representatives. The Census Bureau publishes population and household data gathered in the decennial census. This information provides a record of historical growth rates in the County.
- **California Department of Finance.** The DOF prepares and administers California's annual budget. Other duties include estimating population demographics and enrollment projections. DOF's "Table E-5: City/County Population and Housing Estimates" reports on population and housing estimates for the State, counties, and cities.
- **Southern California Association of Governments**. Policies and programs adopted by SCAG to achieve regional objectives are expressed in its 2020-2045 RTP/SCS.

The potential impacts of the Project were evaluated relative to the demographic condition, jobs-housing balance, and socioeconomic profiles. The Project would be considered consistent with TOP and the 2020-2045 RTP/SCS if it is compatible with the general intent of such plans and would not preclude attainment of primary goals of such plans.

4.13.5 Plans, Programs, and Policies

There are no plans, policies, or programs applicable to the Project related to population and housing impacts.

4.13.6 Project Impacts and Mitigation

Impact 4.13-1 ***Would the Project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?***

Level of Significance: Less Than Significant Impact

The Project would introduce new population by way of new housing and employment opportunities to the Project site. Development would include up to 290,110 square feet of commercial retail/office uses,

up to 466 residential units, and 1,386,777 square feet of business park uses; it would result in both jobs and housing for residents in the surrounding area. ***Table 3-1: Maximum Project Buildout***, provides the maximum allowable gross building area for each Planning Area based on its allowable FAR, resulting in a combined maximum building square footage of 1,676,887 square feet of business park and mixed-use land uses, in addition to up to 466 residential units and associated onsite and offsite infrastructure improvements.

The Project is proposed in two phases. Phase 1 would allow approximately 1,000,595 SF of business park and mixed-use development and open space uses. Phase II of the Project is evaluated at a programmatic level in this EIR, for the potential future development of Planning Area (PA) 2B and PA 3B (no specific development proposals have been identified for the Phase II area). Phase II would involve the development of up to 466 residential units within PA 3B, as well as business park and open space/non-recreational uses within PAs 2B and 5. The Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals at this time as the Applicant does not own the parcels within the Phase II area (PAs 2B and 3B) and does not have access to the Phase II area at this time.

Specific Plan – Phase I

Construction

Employment Growth

Project construction would generate temporary employment opportunities, including short-term design, engineering, and construction jobs. Construction-related jobs would not result in a significant population increase because they are expected to be filled by persons within the local economy. The unemployment rate is approximately 4.1 percent within the jurisdictions in the Project vicinity of the Riverside-San Bernardino-Ontario Metropolitan Area as of 2021. Because many of the employment opportunities are expected to be filled by persons within the local economy, it is anticipated that an adequate number of persons are available to fill the employment positions without constructing new residential units. Furthermore, the small percentage of skilled and managerial positions could either be filled by the local economy or by persons outside the local economy. Therefore, the implementation of the Project would result in less than significant growth inducement impacts in the Project vicinity.

Operations

Employment Growth

The projected number of employees that would result from the implementation of the Project was calculated based on the land use projection assumptions in Appendix J of the TOP EIR.[5] As shown in ***Table 4.13-6: Phase I Project Generated Employment***, the Project site has the potential to generate approximately 1,655 employees.

[5] City of Ontario. 2009. *The Ontario Plan Draft EIR, Appendix J: Land Use Modeling Methodology*. https://www.ontarioplan.org/wp-content/uploads/sites/4/2016/05/32253.pdf. (accessed April 2023).

Table 4.13-6: Phase I Project Generated Employment

Building	Warehouse Space	Total Building (sf)	Employees/1,000 sf	Total Employees
Business Park	Non-Office (50%)	438,848.5	0.650	285.25
	Office (50%)	438,848.5	2.860	1255.11
Mixed-Use Office; Retail	Non-Office (90%)	110,608.2	0.718	79.42
	Office (10%)	12,289.8	2.860	35.15
Total	–	**1,000,595**	–	**1,655**

Notes:
1. The numbers were rounded to present a conservative estimate.
2. The EIR will evaluate the total maximum allowable development in the Specific Plan. The Floor Area Ratio (FAR) may be increased to the TOP max levels of 0.60 for BP respectively with appropriate CEQA analysis.
3. Phase II uses are being evaluated at programmatic level only; no specific development applications have been submitted; no specific development dates are known.

Source: City of Ontario. 2009. *The Ontario Plan Draft EIR, Appendix J: Land Use Modeling Methodology*. https://www.ontarioplan.org/wp-content/uploads/sites/4/2016/05/32253.pdf.

It should be noted that the Vehicle Miles Traveled (VMT) Analysis (see ***Appendix I2: Vehicle Miles Traveled Analysis***) conducted by Urban Crossroads also projected a total of 1,631 new residents and 1,333 employees which was used to determine the service population for purposes of calculating VMT per service population.

The forecast increase in Project employment is within SCAG's forecast employment increase for the City of 55,400 and the forecast employment increase for the County of 273,000 by 2045 (see ***Table 4.13-2***).

Population Growth

Implementation of the Project would increase jobs in the City, which would have the potential to increase the demand for housing in the area. As stated, the proposed increase of up to 1,676,887 sf of business park uses has the potential to result in 1,655 jobs. The San Bernardino Council of Governments region is housing-rich. The Project would produce more jobs and therefore would support the improvements designated by SCAG in pursuit of an improved jobs-housing-balance for the County. Because the region is housing-rich, it is expected that jobs at the Project site would be drawn from the local and regional labor force.

However, even if the Project increase in employees added equivalent population to the Project site, growth of 1,655 residents would be well within the growth projections assumed for the City and the SCAG region, specifically, 96,900 by 2045 in the City and 674,000 by 2045 in the County (see ***Table 4.13-2***). Therefore, the Project would not result in substantial population growth, and impacts would be less than significant.

Jobs-Housing Balance

As stated, the SCAG region is considered housing-rich. According to the 2020-2045 RTP/SCS, "the region will add 3,672,000 people; 1,621,000 households; and 1,660,000 jobs over the RTP/SCS (2045) planning horizon." The Project would produce more jobs and therefore would support the improvements designated by SCAG in pursuit of an improved jobs-housing balance for the County.

Project impacts on the jobs-housing balance are estimated by comparing employment and household buildout statistics of the Project to that of SCAG's 2045 projections. As shown in ***Table 4.13-7: Combined Phase I and II, Projected Jobs-Housing Balance***, at Project buildout, the jobs-housing balance for the City

is estimated to be 2.26 which is similar to and only marginally different than SCAG projections for the City in 2045 of 2.27 (see ***Table 4.13-5***). Buildout of the Project would result in an estimated jobs-housing balance of 1.22 for the County, equivalent to the SCAG projection for the County of 1.22. Therefore, no significant impact related to jobs-housing balance is anticipated to occur with implementation of the Project.

Table 4.13-7: Combined Phase I and II, Projected Jobs-Housing Balance

Year	Employment	Households	Jobs-Housing Balance
City of Ontario			
2016	113,900	46,000	2.47
SCAG 2045 Projection	169,300	74,500	2.27
Net increase due to Project	1,655	1,571	Not Applicable
SCAG 2045 Projection + Project	170,955	76,071	2.26
San Bernardino County			
2016	791,000	630,000	1.26
SCAG 2045 Projection	1,064,000	875,000	1.22
Net increase due to the Project	1,655	1,571	Not Applicable
SCAG 2045 Projection + Project	1,065,655	876,571	1.22

[1] Jobs-housing balances are identified for regions and subregions and are not applicable to an area as small as the Project.
Source: SCAG. 2020. *Connect SoCal, Demographics and Growth Forecast Technical Report*. https://scag.ca.gov/sites/main/files/file-attachments/0903fconnectsocal_demographics-and-growth-forecast.pdf?1606001579. (accessed April 2023).

Specific Plan – Phase II Future Development Areas

Construction

Refer to Phase I discussion above. The same discussion applies for Phase II as Phase I, when development begins. Phase II would involve the development of up to 466 residential units within PA 3B, as well as open space/non-recreational uses and business park uses when PAs 5 and 2B are completed. Construction of Phase II would generate temporary employment opportunities, including short-term design, engineering, and construction jobs. Construction-related jobs would not result in a significant population increase because they are expected to be filled by persons within the local economy. Permanent employment opportunities would be created associated with development of PA 2B business park uses. While the development of Phase II of the Project would result in a temporary construction workforce, construction-related employment would not result in substantial population growth, and therefore impacts would be less than significant. No mitigation is required.

Operations

Population Growth

The Project would include the addition of up to 466 multi-family residential units within the Project site. This could directly contribute to population growth in the area. Utilizing the DOF factor of 3.37 persons per household and, conservatively assuming that every resident of the Phase II future development areas

would be a new resident of the City, these residential uses would potentially result in a population increase in the City of up to 1,571 people.[6, 7]

As discussed in ***Table 4.13-1*** and ***Table 4.13-2*** above, the City's population in 2022 was 179,516 residents and is expected to increase to 269,100 residents by 2045. Project development could result in a population increase of up to 1,571 residents at the time of Phase II buildout. Cumulative development for the current City population and Project is 181,087 residents at Phase II project buildout. Although the Project could result in a population increase of up to 1,571 people at the time of Phase II buildout, this increase in population is accounted for in the City's General Plan Buildout of 410,492 which would occur through 2050.[8] The cumulative development of current population with the anticipated Project residents estimates to about 181,087 residents. This increase in population is accounted for in the City's General Plan buildout of 410,492 residents by 2050, SCAG projections of 269,100 by 2045, and RHNA Allocations.

The Phase II future development areas are characterized by agricultural and urban development consisting of private recreational vehicle facility and a scrap yard. Additionally, the Phase II future development areas are presently designated as Mixed Use – Great Park, which allows for up to 45 dwelling units per acre (du/ac). The proposed land use plan of the Phase II future development areas mirrors the current zoning of the Project site, which is not anticipated to result in any new or substantially more severe environmental impact than was evaluated in the City's TOP EIR. In addition, the proposed residential land uses would not exceed 45 du/ac. Therefore, the Project would not exceed the amount of dwelling units allowed within the General Plan. The Project would align with the City's goals for regional growth as accounted for in the City's General Plan buildout and SCAG projections. Therefore, implementation of the Project would have a less than significant impact related to population growth as a greater increase in population has already been taken into account at the City and regional levels.[9]

Conclusion

As noted above, the Project would not cause substantial unplanned population growth in the area. The Project would provide 466 high-density residential development which would contribute to the City's RHNA Allocation for the 2021-2029 planning period. The Project site has been identified as a Housing Opportunity Area where residential neighborhoods would be balanced by mixed-use, commercial, and public places and organized around a regional-scale park. The City's housing strategies for this area promote the creation of mixed-income communities in the western Ontario Ranch. The Project would be consistent with the goals and growth projection for the City and the region. While the development of new business associated with Phase I development and the development of new residences associated with Phase II development would directly result in population growth, growth of 1,571 residents would be well within the growth projections assumed for the City and the SCAG region, specifically, 96,900 by 2045 in the City and 674,000 by 2045 in the County (see ***Table 4.13-2***). The proposed Project Specific Plan

[6] DOF. 2021. E-*5 Population and Housing Estimates for Cities, Counties, and the State, 2020-2022 with 2020 Census Benchmark*. https://dof.ca.gov/forecasting/demographics/estimates/e-5-population-and-housing-estimates-for-cities-counties-and-the-state-2020-2022/. (accessed April 2023).

[7] 3.37 people/household × 466 dwelling units = 1,571 people.

[8] City of Ontario. 2022. *TOP 2050 Final Supplemental Environmental Impact Report, Section 5.14, Population and Housing.* https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf. (accessed April 2023).

[9] Ibid.

proposes the same land uses as contained in the City's TOP 2050. Impacts would be less than significant. No mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Project Specific Plan and TOP 2050.[10]

Mitigation Measures

No mitigation is necessary.

Impact 4.13-2 Would the Project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

Level of Significance: Less Than Significant Impact

The existing Project site currently contains an operational dairy farm and is improved with numerous residential structures, dairy barns, storage structures, feed storage barns, and numerous livestock corrals. Existing uses would be removed during Project site preparation. The displaced residential units and occupants are voluntarily selling the property to the applicant. Furthermore, the City and surrounding region has adequate housing capacity to accommodate the displaced residents, as discussed above. The affected units are within an Agricultural Overlay District that anticipated future development of this site, which was addressed in the City's TOP 2050 EIR. No significant impact would occur.

Specific Plan – Phase I

Construction and Operations

There are currently no single-family residences within the Phase I development area of the Project site. Therefore, the Project would have a less than significant impact on displacing existing people or housing.

Specific Plan – Phase II Future Development Areas

Construction and Operations

There are currently single-family residences on the Project site that would be displaced upon development of the Project. Based on County parcel data, there are numerous single-family residences on the Project site, within the Phase II future development areas (i.e., APNs 1053-281-01 and -02).[11] However, due to the low number of residents that would be displaced compared to the existing larger housing stock in the region, the Project would not displace a substantial number of people or houses and would not necessitate the construction of replacement housing elsewhere.

The Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals at this time as the Applicant does not own the parcels within the Phase II area (PAs 2B and 3B) and does not have access to the Phase II area at this time. Furthermore, the proposed Project Specific Plan land use designations are the same land use designations as contained in TOP 2050. Phase II would

[10] Ibid.

[11] County of San Bernardino. 2023. *Public San Bernardino County Parcel Viewer*. https://sbcounty.maps.arcgis.com/apps/webappviewer/index.html?id=87e70bb9b6994559ba7512792588d57a&marker=-116.34526321815805%2C34.11587161201653%2C%2C%2C%2C&markertemplate=%7B%22title%22%3A%22%22%2C%22longitude%22%3A-116.34526321815805%2C%22latitude%22%3A34.11587161201653%2C%22isIncludeShareUrl%22%3Atrue%7D&level=19. (accessed April 2023).

add up to 466 residential units when Planning Areas 2B and 3B are completed. Therefore, the Project would comply with Government Code Section 65863 which ensures that a jurisdiction maintains adequate development opportunities to accommodate a jurisdiction's RHNA. While the Project would remove existing housing within the Project site, impacts related to the substantial displacement of people or housing would be less than significant, due to the low number of residents that would be displaced compared to the existing larger housing stock in the region. Therefore, the Project would have a less than significant impact on displacing existing people or housing. No mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Project Specific Plan and TOP 2050.[12]

Conclusion

As noted above, the Project would not displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere. The proposed Project Specific Plan proposes the same land uses as contained in the City's TOP 2050. Additionally, all growth is planned and consistent with and according to TOP 2050, the City's Housing Element goals and policies, and RHNA Allocations. Impacts would be less than significant. No mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Project Specific Plan and TOP 2050.[13]

Mitigation Measures

No mitigation is necessary.

4.13.7 Cumulative Impacts

The area considered for cumulative impacts is the County. Impacts are analyzed using County projections in SCAG's 2020-2045 RTP/SCS Demographics and Growth Forecast. Development of the Project in conjunction with the related project list in ***Table 4-1: Related Approved and Pending Projects***, in Section 4.0, Environmental Impact Analysis, of this Draft EIR, would not result in cumulative wide population and/or housing impacts, as mixed-use business park projects would further improve the jobs-housing balance. This would encourage alignment with objectives set by SCAG's 2020-2045 RTP/SCS as it would increase employment opportunities in an area that is predominantly residential. Furthermore, the Project would be consistent with the goals set forth in TOP 2050[14] by providing long-term employment opportunities associated with the buildout of the Project. Related projects would be reviewed by the City, and development would be required to be consistent with adopted State and City development standards, regulations, plans, and policies to minimize the effect of the increase in population on physical impacts on the environment. Additionally, the indirect effect of Project employment on housing and population growth in the City has been anticipated in TOP, and therefore in regional housing and population forecasts provided in the 2020-2045 RTP/SCS. As such, the Project would not contribute to cumulatively adverse

[12] City of Ontario. 2022. *TOP 2050 Final Supplemental EIR. Section 5.14, Population and Housing.* https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf. (accessed April 2023).
[13] Ibid.
[14] City of Ontario. (2022). *TOP 2050 Final Supplemental EIR. Section 5.14, Population and Housing.* https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf. (accessed April 2023).

growth impacts. Upon approval, the Project would improve the jobs-housing balance in the County which is considered a housing-rich area. Therefore, the Project combined with related projects would not result in cumulatively considerable impacts to population and housing as no substantial new unplanned growth would occur.

4.13.8 Significant Unavoidable Impacts

No significant unavoidable aesthetic impacts have been identified.

4.13.9 References

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Department of Finance. 2021. *E-5 Population and Housing Estimates for Cities, Counties, and the State, 2020-2022 with 2020 Census Benchmark.* https://dof.ca.gov/forecasting/demographics/estimates/e-5-population-and-housing-estimates-for-cities-counties-and-the-state-2020-2022/.

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4.14 PUBLIC SERVICES

4.14.1 Introduction

This section identifies potential impacts on public services by identifying anticipated demand and evaluating the relationship to both existing and planned public services facilities and availability that could result from the Euclid Mixed Use Specific Plan Project (Project) implementation, located within the City of Ontario (City). The Project consists of a Specific Plan, Development Agreement, Development Plan(s), and Tentative Parcel Map(s) to allow for a business park and mixed-use development to be completed in two phases within five planning areas (PAs), with Phase I proposed at a project level entitlement. Phase II of the Project will be evaluated at a programmatic level in the Environmental Impact Report (EIR).

In accordance with Appendix G of the California Environmental Quality Act (CEQA) Guidelines, the emphasis in this Draft EIR is on impacts to public services that could result from implementation of the Project and that could require construction or expansion of existing public service facilities resulting in a physical impact on the environment.

This Section and environmental discussion use information from the following City documents:

- The Ontario Plan 2050
- City of Ontario Municipal Code
- City of Ontario TOP 2050 Final Supplemental EIR

4.14.2 Environmental Setting

Fire Protection

The City of Ontario Fire Department (OFD) provides fire protection, paramedic, and emergency response services to the City and the Project site. Furthermore, the Emergency Medical Service (EMS) Bureau was created by the OFD to provide additional medical care for emergencies, accomplished through training of firefighters in paramedic methods and programs.[1] The OFD serves over 185,000 residents over 50 square miles from 10 strategically located fire stations and includes Bomb Squad, the Hazardous Materials Team, the Urban Search and Rescue team, and the Special Weapons and Tactics (SWAT) team.[2] The Fire Prevention Bureau is responsible for developing and implementing programs and policies that prevent or reduce the magnitude of emergency occurrences (i.e., loss of life and property, or environmental damage). In 2021, the OFD responded to over 22,000 calls for service, approximately 60 calls per day, ranging from medical emergencies to traffic collisions to a large commercial fire. OFD has 227 personnel comprised of 186 sworn firefighters and 41 professional staff members. The OFD currently has ten permanent fire stations and one temporary fire station. The following fire stations service the City of Ontario:

- Station 1: 425 East B Street

[1] City of Ontario. ND. *EMS – EMS Bureau*. https://www.ontarioca.gov/Fire/EMS. (accessed March 2023).
[2] City of Ontario. ND. *Operations*. https://www.ontarioca.gov/Fire/Operations. (accessed March 2023).

- Station 2: 544 West Francis Street
- Station 3: 1408 East Francis Street
- Station 4: 1005 North Mountain Avenue
- Station 5: 1530 East Fourth Street
- Station 6: 2931 East Philadelphia Avenue
- Station 7: 4901 East Vanderbilt Street
- Station 8: 3429 East Shelby Street
- Station 9: 2661 East Grand Park
- Station 10: 1230 Tower Drive
- Station 11: Southwest corner of Bon View and Eucalyptus Avenues; permanent location yet to be determined.

Station 2, Station 3, and Station 9 are within the closest proximity to the Project site. Station 2 is located at 544 West Francis Street, Ontario, CA, 91762 and is approximately 2.8 miles north of the Project site. Station 3 is located at 1408 East Francis Street, Ontario, CA, 91761 and is approximately 3 miles northeast of the Project site. Lastly, Station 9 is located at 2661 East Grand Park, Ontario, CA 91762 and is approximately 3 miles west of the Project site. Therefore, the nearest OFD Station to the Project site is Station 2. Fire stations near the Project site are provided in ***Table 4.14-1: Project Area Fire Services***.

Table 4.14-1: Project Area Fire Services

Station/Address	Distance from Project Site	Apparatus	Daily Staffing
#2 located at 544 W. Francis St., Ontario, CA 91762	Approx. 2.8 miles north of the Project site	1 paramedic engine	4
#3 located at 1408 E. Francis St., Ontario, CA 91761	Approx. 3 miles northeast of the Project site	1 paramedic engine	4
#9 located at 2661 E. Grand Park, Ontario, CA 91762	Approx. 3 miles west of the Project site	1 paramedic engine and 1 truck company	8

Source: City of Ontario. ND. *Fire Stations*. https://www.ontarioca.gov/Fire/FireStations. (accessed March 2023).

OFD maintains a mutual-aid agreement with the Operation Area and State of California and receives first alarm automatic aid from the following fire departments:

- Chino Valley Fire Department District—Fire Stations 63 and 65
- Montclair Fire Department—Fire Stations 151 and 152
- Ontario Airport Fire Department - Station 140 at Ontario International Airport
- Rancho Cucamonga Fire Department—Fire Stations 172 and 174
- San Bernardino County Fire Department—Central Valley Battalion Fire Stations 74 and 72
- San Bernardino County Fire Department —Fire Station 161

The Chino Valley Fire Department Station 63 is located approximately two miles south of the Project site, on the southern end of the Chino Airport. The OFD has several response times benchmarks as identified

in ***Table 4.14-2: OFD Response Times***. OFD achieves its benchmarks with a 90 percent of the calls are within benchmark. Due to the lack of surrounding development, the average response time to the Project area is 9 minutes and 59 seconds.

Table 4.14-2: OFD Response Times

Measure	OFD Benchmark
Call Answering Time	Under 60 seconds
Travel Time	Under 6 minutes
Total Response Time	9:59
Source: Paul Ehrman. Senior Deputy Chief/Fire Marshal. Ontario Fire Department. Personal Communication. April 18, 2023. (email)	

The nearest hospitals to the Project site are the Kaiser Permanente Ontario Medical Center located approximately three miles to the northeast, and the Chino Valley Medical Center located approximately 5.3 miles to the northwest. Both medical facilities offer EMS and urgent care.

Police Protection

The Ontario Police Department (OPD) provides law enforcement services for the City and the Project site. The OPD is located at 2500 South Archibald Avenue, Ontario, CA, 91761, approximately 3.6 miles northwest of the Project site. The OPD currently employs 287 sworn police officers and 83 professional staff.[3] The OPD provides staffing based on the needs of the OPD and City and utilizes both civilian and sworn staff.

The OPD has five main service bureaus: Field Operations, Special Operations, Investigations, Airport, and Administration. These bureaus consist of several divisions and units such as: Air Support, C.O.P.S., Special Enforcement, Career Criminal, Traffic, Detectives, the Ontario Mills Mall unit, Recruitment and Training, Forensics, Records, Communications and Crime Prevention/Crime Analysis. OPD is equipped with patrol vehicles, motorcycles, K-9 units, unmarked units, helicopters, bicycles, a SWAT van, command armored rescue vehicle, and crime prevention vans.

The OPD implemented a geographical-based policing program to provide the most protection to the City. As part of this "Geo-Policing" program, the City has been drawn into three geographical areas: West, East, and South. Each area has an assigned Lieutenant as an Area Commander. The Area Commander is responsible for the delivery of police services in their area of control with an emphasis on the preservation and improvement of the quality of life, safety, and economic value of those who live and do business in the City.[4] The Project site is located in the West Area Command and Lieutenant Troy Scutella is the assigned Area Commander for the Project area. Each area has a dedicated teams of officers and corporals, headed by police sergeants, who work 24/7 patrol operations; traffic officers; Community Engagement Team (CET) officers, who work special projects; narcotics investigators; and detectives.[5]

The OPD's response time is the time between receipt of a service call and the on-scene arrival of a patrol officer, which varies depending on the urgency of the call. In 2022 the OPD received a total of 143,145

[3] The Ontario Police Department. Public Records Request – P000481-041023. (April 26, 2023) Personal Communication. (email)
[4] The Ontario Police Department. Area Command. 2023. https://www.ontarioca.gov/Police. (accessed March 2023)
[5] City of Ontario. Police Department. https://www.ontarioca.gov/Police. (accessed March 2023)

calls for service, of which 18,021 were Priority 1 calls. Due to the uniqueness of each call, the department strives for a quick and specific response for non-emergency calls. The average emergency call response time for priority one calls is 8 minutes and 45 seconds.[6]

Schools

The Project would be located within the Chino Valley Unified School District (CVUSD). CVUSD has 21 California Distinguished Schools.[7] The district offers educational facilities for elementary, junior high school, and high school attendees. The Project site is within the attendance areas for Liberty Elementary, Woodcrest Junior High School, and Chino High School.[8,9,10] The nearest schools to the Project site are Edwin Rhodes Elementary School, located at 6655 Schaefer Avenue, Chino, CA 91710, approximately 0.7 mile northwest of the Project site; Howard Cattle Elementary School, located at 13590 Cypress Avenue, Chino, CA 91710, is approximately one mile northwest of the Project site; and Magnolia Junior High School, located at 13150 Mountain Avenue, Chino, CA 91710, is approximately 1.5 miles northwest of the Project site. Therefore, Edwin Rhodes Elementary School is within the closest proximity to the Project site.

Parks

The City of Ontario maintains 32 parks, seven community centers, and three dog parks. The nearest parks to the Project are Centennial Park, which is a City park, and two City of Chino parks: Constellation Park and Cypress Trails Park. These parks are approximately three miles north, less than one mile west, and two miles northwest of the Project site, respectively.

Libraries

The City's libraries are managed by the City's Community Life and Culture Department.[11] The Community Life and Culture Department manages the City's two public libraries, neither of which are in close proximity to the Project site. The South Ontario Lewis Family Branch Library (South Ontario Library) is approximately 4.8 miles northeast of the Project site, and the Ovitt Family Community Library is located approximately 4.6 miles north of Project site.

4.14.3 Regulatory Setting

Federal

Federal Emergency Management Act

[6] Ontario Police Department. Public Records Request – P000481-041023. (April 26, 2023). Personal Communication. (email).
[7] Chino Valley Unified School District. 2022. https://www.chino.k12.ca.us/domain/5297 (accessed March 2023).
[8] Chino Valley Unified School District 2009. *Elementary School Attendance Areas.* https://www.chino.k12.ca.us/site/handlers/filedownload.ashx?moduleinstanceid=40374&dataid=88556&FileName=Elementary_School_Boundary_Map.pdf (accessed March 2023).
[9] Chino Valley Unified School District. 2009. *Junior High School Attendance Areas.* https://www.chino.k12.ca.us/site/handlers/filedownload.ashx?moduleinstanceid=40374&dataid=88556&FileName=Elementary_School_Boundary_Map.pdf (accessed March 2023).
[10] Chino Valley Unified School District. 2009. *High School Attendance Areas.* https://www.chino.k12.ca.us/site/handlers/filedownload.ashx?moduleinstanceid=40374&dataid=88557&FileName=Junior_High_School_Boundary_Map.pdf (accessed March 2023).
[11] City of Ontario. 2020. Library. https://www.ontarioca.gov/Library (accessed March 2023).

In March 2003, the Federal Emergency Management Act (FEMA) became part of the U.S. Department of Homeland Security. FEMA's continuing mission is to lead the effort to prepare the nation for all hazards and effectively manage federal response and recovery efforts following any national incident. FEMA also initiates proactive mitigation activities, trains first responders, and manages the National Flood Insurance Program and the U.S. Fire Administration.

Fire Prevention and Control Act of 1974

The Federal Fire Prevention and Control Act of 1974 was created to reduce the nation's losses caused by fire through better fire prevention and control, supplement existing programs of research, training, and education, and to encourage new and improved programs and activities by State and local governments. In addition, the act established the U.S. Fire Administration and the Fire Research Center within the Department of Commerce. The Fire Prevention and Control Act established an intensified program of research into the treatment of burn and smoke injuries and the rehabilitation of victims of fires within the National Institutes of Health.

Fire Prevention Plan

Businesses are required under the Occupational Safety and Health Administration (OSHA) standards to prepare a fire prevention plan that, at a minimum, must include procedures to control accumulations of flammable and combustible waste materials, and for regular maintenance of safeguards installed on heat-producing equipment to prevent the accidental ignition of combustible materials. Furthermore, the fire prevention plan must contain the names and/or job titles of employees responsible for maintaining equipment to prevent or control sources of ignition or fires, and for the control of fuel source hazards.

Americans with Disabilities Act

The Americans with Disabilities Act (ADA) of 1990 (42 U.S. Code [USC] 12181) prohibits discrimination on the basis of disability in public accommodation and state and local government services. Under the ADA, the Architectural and Transportation Barriers Compliance Board issues guidelines to ensure that facilities, public sidewalks, and street crossings are accessible to individuals with disabilities. Public play areas, meeting rooms, park restrooms, and other buildings and park structures must comply with ADA requirements.

International Fire Code

The International Fire Code (IFC) regulates minimum fire safety requirements for new and existing buildings, facilities, storage, and processes. The IFC includes general and specialized technical fire and life safety regulations addressing fire department access, fire hydrants, automatic sprinkler systems, fire alarm systems, fire and explosion hazards safety, use and storage of hazardous materials, protection of emergency responders, industrial processes, and many other topics. The IFC is issued by the International Code Council, an international organization of building officials.

State

California Penal Code

All law enforcement agencies within the State of California are organized and operated in accordance with the applicable provisions of the California Penal Code. This code sets forth the authority, rules of conduct, and training for peace officers. Under state law, all sworn municipal and county officers are state peace officers.

California Code of Regulations Title 24 (California Building Standards Code)

California Code of Regulations (CCR) Title 24, also known as the California Building Standards Code (CBSC), includes regulations for how buildings are designed and constructed, and are intended to ensure the maximum structural integrity and safety of private and public buildings. The CBSC, which applies to all applications for building permits, consists of 12 parts that contain CBSC administrative regulations for all State agencies that implement or enforce building standards. Local agencies must ensure the development complies with the CBSC standards. Cities and counties can adopt additional standards beyond the CBSC including CBSC Part 2, named the California Building Code (CBC).

California Building Code

The State provides a minimum standard for building design through the CBC, which is in Part 2 of Title 24 of the CCR. CBC is based on the International Building Code but has been modified for California conditions. It is generally adopted on a jurisdiction-by-jurisdiction basis, subject to further modification based on local conditions. Commercial and residential buildings are plan checked by local City and County building officials for compliance with the CBC. Typical fire safety requirements of the CBC include the installation of sprinklers in all commercial and residential buildings; the establishment of fire resistance standards for fire doors, building materials, and particular types of construction; and the clearance of debris and vegetation within a prescribed distance from occupied structures in wildfire hazard areas.

California Code of Regulations Title 24 Part 9 – California Fire Code

The California Fire Code (CFC) contains regulations consistent with nationally recognized accepted practices for safeguarding, to a reasonable degree, life and property from various hazards, including fire and explosion, among others. The CFC also contains provisions to assist emergency response personnel. The CFC is pre-assembled with the International Fire Code with necessary California amendments. The CFC contains fire safety-related building standards that are referenced in other parts of CCR Title 24. The CFC is updated once every three years; the 2022 CFC took effect on January 1, 2023. The CFC sets forth regulations regarding building standards, fire protection and notification systems, fire protection devices such as fire extinguishers and smoke alarms, high-rise building standards, and fire suppression training. The CFC provides minimum standards to increase the ability of a building or structure to resist the intrusion of flame or burning embers being projected by a vegetation fire and contributes to a systematic reduction in fire losses through the use of performance and prescriptive requirements.

California Occupational Safety and Health Administration

In accordance with CCR, Title 8 Section 1270 "Fire Prevention" and Section 6773 "Fire Protection and Fire Equipment," the California Occupational Safety and Health Administration (Cal-OSHA) has established minimum standards for fire suppression and emergency medical services. The standards include, but are not limited to, guidelines on the handling of highly combustible materials, fire hose sizing requirements, restrictions on the use of compressed air, access roads, and the testing, maintenance, and use of all firefighting and emergency medical equipment.

Mitigation Fee Act (California Government Code Sections 66000 through 66008)

The Mitigation Fee Act requires a local agency, such as the city establishing, increasing, or imposing an impact fee as a condition of development, to identify the purpose of the fee and the use to which the fee is to be put. The agency must also demonstrate a reasonable relationship between the fee and the purpose for which it is charged, and between the fee and the type of development project on which it is to be levied. This Act became enforceable on January 1, 1989.

California Health and Safety Code

The California Health and Safety Code (HSC) Section 13000 et seq., includes fire regulations for building standards (also in the California Building Code [CBC]), fire protection and notification systems, fire protection devices such as extinguishers and smoke alarms, high-rise building and childcare facility standards, and fire suppression training.

California Fire Code

The California Fire Code (CFC) (California Code of Regulations [CCR], Title 24, Part 9) is based on the 2018 adoption of the IFC and includes amendments from the State fully integrated into the code. The CFC contains fire safety-related building standards that are referenced in other parts of Title 24 of the CCR. The CFC is updated once every three years; the 2019 CFC took effect on January 1, 2020. The CFC sets forth regulations regarding building standards, fire protection and notification systems, fire protection devices such as fire extinguishers and smoke alarms, high-rise building standards, and fire suppression training. It contains regulations relating to construction, maintenance, and use of buildings. Topics addressed in the code also include fire department access, fire hydrants, automatic sprinkler systems, fire alarm systems, fire and explosion hazards safety, hazardous materials storage and use, provisions intended to protect and assist fire responders, industrial processes, and many other general and specialized fire-safety requirements for new and existing buildings and the surrounding premises. Development under the Project would be subject to applicable regulations of the CFC.

Senate Bill 50, California Government Code Section 65995(b), and Education Code (California Government Code Section 17620)

Senate Bill (SB) 50 places limitations on the power of local governments to require mitigation of school facilities by developers. Under the provisions of SB 50, school districts can collect fees to offset the cost of expanding school capacity, which becomes necessary as development occurs. These fees are determined based on the square footage of proposed uses. As a part of SB 50, school districts must base their long-term facilities needs and costs on long-term population growth in order to qualify for this source

of funding. Payment of statutory school fees is deemed to be adequate mitigation of school impacts under CEQA. Prior to SB 50, case law allowed cities to consider and impose conditions to mitigate impacts of new development on school facilities.

SB 50 amended CGC Section 65995, which contains limitations on Education Code Section 17620, the statute that authorizes school districts to assess development fees within school district boundaries. CGC Section 65995(b)(3) requires the maximum square footage assessment for development to be increased every two years, according to inflation adjustments. Currently, the maximum impact fees allowed by SB 50 are as follows:

- In the case of residential construction, $1.93 per square foot (sf) of assessable space.
- In the case of any commercial or industrial construction, $0.31 per sf of chargeable covered and enclosed space. (CGC Section 65995(b)).

According to CGC Section 65995(3)(h), the payment of statutory fees is "deemed to be full and complete mitigation of the impacts of any legislative or adjudicative act, or both, involving, but not limited to, the planning, use, or development of real property, or any change in governmental organization or reorganization...on the provision of adequate school facilities." The school district is responsible for implementing the specific methods for mitigating school impacts under the CGC.

Housing Accountability Act (Senate Bill 330; Govt. Code Section 65589.5 et seq.)

The Housing Accountability Act (SB 330) took effect in January 2020. SB 330 provides that a city may not disapprove a residential housing development project for low-moderate income households (as defined) unless the housing development project "would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low and moderate-income households, unless the housing development project is proposed on land … which does not have adequate water or wastewater facilities to serve the project." (CGC Section 65589.5(d)(4)). Its purpose is to increase housing in urbanized areas, while still accommodating future developments throughout a city.

Assembly Bill (AB) 97

Approved in July 2013, AB 97 revises existing regulations related to financing for public schools, by requiring State funding for county superintendents and charter schools that previously received a general-purpose entitlement. AB 97 authorizes local educational agencies to spend, for any local educational purpose, the funds previously required to be spent for specified categorical education programs, including, among others, programs for teacher training and class size reduction.

Mutual Aid Agreements

The Emergency Management Mutual Aid (EMMA) system is a collaborative effort between city and county emergency managers in the Office of Emergency Services (OES) in the coastal, southern, and inland regions of the state. EMMA provides service in the emergency response and recovery efforts at the Southern Regional Emergency Operations Center, local Emergency Operations Centers, the Disaster Field Office, and community service centers. The purpose of EMMA is to support disaster operations in affected

jurisdictions by providing professional emergency management personnel. In accordance with the Mutual Aid Agreements, local and state emergency managers have responded in support of each other under a variety of plans and procedures.

The Quimby Act

The Quimby Act (CGC Section 66477) was established by the California legislature in 1965 to develop new or rehabilitate existing neighborhood or community park or recreation facilities. This legislation was enacted in response to the need to provide parks and recreation facilities for California's growing communities. The Quimby Act gives the legislative body of a city or county the authority, by ordinance, to require the dedication of land or payment of in-lieu fees, or a combination of both, for park and recreational purposes as a condition of approval of a tract map or parcel map. The Quimby Act is implemented through City Ordinance and is discussed further below.

Senate Bill 50

SB 50 (the Leroy F. Greene School Facilities Act of 1998), adopted in 1998, defined the school impact fee needs analysis process in California Government Code Sections 65995.5–65998. Pursuant to its provisions, school districts may collect fees to offset the costs associated with increasing school capacity as a result of development. By statute, payment of a statutory fee by developers serves as the total mitigation of the potential impact of a development on school facilities pursuant to CEQA.

Local

City of Ontario General Plan – The Ontario Plan 2050

The Ontario Plan (TOP) 2050 Safety and Parks and Recreation Elements provide important guidelines and policies to ensure the City's goals are met. Included in TOP 2050 is the Policy Plan, which is a framework that would guide the City's future growth through the application of policies and goals. The following goals of TOP 2050 relate to public services.

The following policies contained in the Safety Element are relevant to the Project:

Safety Element[12]

Goal S-3 **Reduced risk of death, injury, property damage and economic loss due to fires, accidents, and normal everyday occurrences through prompt and capable emergency response.**

Policy S-3.8 **Fire Prevention through Environmental Design.** We require new development to incorporate fire prevention consideration in the design of streetscapes, sites, open spaces and buildings.

[12] City of Ontario. 2022. *TOP 2050, Safety Element*. https://www.ontarioca.gov/about-ontario-ontario-plan-policy-plan/safety (accessed April 2023).

Goal S-7 **Residential neighborhoods, commercial areas, and industrial districts that are kept safe through a multi-faceted approach of prevention, suppression, and community involvement in public safety.**

Policy S-7.4 **Crime Prevention through Environmental Design (CPTED).** We require new development to incorporate CPTED in the design of streetscapes, sites, open spaces, and buildings.

The following policies contained in the Parks and Recreation Element are relevant to the Project:

Parks and Recreation Element[13]

Goal PR-1 **A system of safe and accessible parks that meets the needs of the community.**

Policy PR-1.4 Multi-family Residential Developments. We require that new multi-family residential developments of five or more units provide recreational facilities or open space, in addition to paying adopted impact fees.

Policy PR-1.5 Acreage Standard. We strive to provide 5 acres or parkland (public and private) per 1,000 residents.

Policy PR-1.6 Private Parks. We expect development to provide a minimum of 2 acres of developed private park space per 1,000 residents.

City of Ontario Development Code[14]

The City uses Development Impact Fees (DIFs) collected at building permit issuance to provide funding for police, fire, roadways, storm drainage, water and sewer infrastructure, solid waste infrastructure, general public facilities, libraries, public meetings, aquatics, and parks. The City has a fee schedule dedicated for the Ontario Ranch. The following are a list of fees charged by the City's Building Department or collected by the Building Department on behalf of other departments or governmental agencies at the time permits are issued, for the City, specifically within the Project site. These fees took effect on January 1, 2023.

Police Impact Fees

The purpose of police impact fees is to ensure that new development finance its fair share of police protection facilities. This includes coverage for the cost of apprehensions of all suspects and recovery programs to reimburse the City (CGC, Title 5, Section 53150). The fees as of writing this EIR, are calculated as follows:

- Business Park Uses: $0.044/sf
- Retail Service Uses: $0.713/sf
- Office Uses: $0.279/sf
- High Density Dwellings: $502/unit

[13] City of Ontario. 2022. *TOP 2050, Parks and Recreation Element*. https://www.ontarioca.gov/about-ontario-ontario-plan-policy-plan/parks-recreation. (accessed April 2023).
[14] Ontario Ranch Development Impact Fees. ND. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Building/Ontario%20Ranch%20DIF%20Breakdown%20(Effective%2001.01.23).pdf. (accessed April 2023).

Fire Impact Fees

The purpose of fire impact fees is to ensure coverage for fire protection facilities, where new development occurs. Fees are calculated as follows:

- Business Park Uses: $0.044/sf
- Retail Service Uses: $0.847/sf
- Office Uses: $0.637
- High Density Dwellings: $1,007/unit

School Impact Fees[15]

- Residential: $4.79/sf
- Commercial: $0.78/sf

Park Impact Fees

The purpose of park impact fees is to ensure coverage for park facilities, where new development occurs. Fees are calculated as follows:

- High Density Dwellings: $10,658/unit

Library Impact Fees

The purpose of library impact fees is to ensure coverage for library facilities, where new development occurs. Fees are calculated as follows:

- High Density Dwellings: $913/unit

4.14.4 Impact Thresholds and Significance Criteria

According to Appendix G of the State CEQA Guidelines, a project would normally have a significant effect on the environment if the project would:

PS-1 Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

- Fire protection?
- Police protection?
- Schools?
- Parks?

[15] Chino Valley Unified School District. Developer Fees. https://www.chino.k12.ca.us/Page/4852. (accessed March 2023).

- Other public facilities?

Methodology

The Project is evaluated against the significance criteria/thresholds, as the basis for determining the impact's level of significance concerning public services. This analysis considers the existing regulatory framework (i.e., laws, ordinances, regulations, and standards) that avoid or reduce a potentially significant environmental impact. Where significant impacts remain despite compliance with the regulatory framework, feasible mitigation measures are recommended, to avoid or reduce the Project's potentially significant environmental impacts associated with public services.

The potential impacts related to public services were evaluated based on the ability of existing and planned public services staffing, equipment, and facilities to meet the additional demand for any public services resulting from the development of the Project. Impacts are considered significant if Project Implementation would result in inadequate staffing levels, response times, and/or increased demand for services that would require the construction or expansion of new or altered facilities that might have an adverse physical effect on the environment.

4.14.5 Plans, Programs, and Policies

Refer to above discussion regarding existing Regulatory Framework.

4.14.6 Impacts and Mitigation Measures

Impact 4.14-1 ***Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:***

I) Fire protection?

Level of Significance: Less than Significant

Specific Plan - Phase I

Construction and Operations

The increase in development and workers within the Phase I area could potentially result in additional calls for fire protection services, which would increase needs for fire department staffing and equipment. The OFD provides emergency, preventive and administrative services to over 185,000 residents in over 50 square miles within the City. As previously mentioned, the City has ten fire stations, and Station 2, Station 3, and Station 9 are within the closest proximity to the Phase I area. Station 2 is located at 544 West Francis Street, Ontario, CA, 91762 and is approximately 2.8 miles north of the Phase I area. Station 3 is located at 1408 East Francis Street, Ontario, CA, 91762 and is approximately 3 miles northeast of the Phase I area. Lastly, Station 9 is located at 2661 East Grand Park, Ontario, CA 91762 and is approximately 3 miles west of the Phase I area. Therefore, the nearest OFD Station to the Phase I area is Station 2.

The Phase I area would primarily be served by the Station 2, Station 3, and Station 9 due to these stations' close proximity to the site as mentioned previously. Station 2 currently has 4 fire personnel assigned to one paramedic engine. In 2022, Station 2 received a total of approximately 2,500 calls for fire-related incidents, Additionally, Station 3 currently has 4 fire personnel assigned to one paramedic engine. In 2022, Station 3 received a total of 2,000 calls for fire-related incidents. Lastly, Station 9 currently has 8 fire personnel assigned to one paramedic engine and one truck company. In 2022, Station 9 received a total of 1000 calls for fire-related incidents. As previously mentioned, the OFD has a total response time of 9 minutes and 59 seconds.

Additionally, prior to the approval of the Project, the City's Building Department and OFD would review building plans in order to ensure that all applicable fire safety features are incorporated as part of the Project. Furthermore, all fire-related safety features would be in accordance with the applicable provisions of the adopted CFC and the City's Municipal Code (MC) Section 4-4.01, ordinances, and standard conditions regarding fire prevention and suppression measures related to water improvement plans, fire hydrants, fire access, and water availability. Prior to the approval of occupancy permits for the new buildings, it would be required that the OFD would inspect all new structures in order to ensure that all fire safety features have been implemented and installed correctly.

The Project would comply with all applicable policies aforementioned in ***Section 4.14.3: Regulatory Setting*** in order to reduce risk of death, injury, property damage, and economic loss due to fires through prompt and capable emergency response. The Project would be in compliance with the California Fire Code and California Building Code to mitigate or reduce the negative effects of fire and structural collapse. The Project would comply with TOP Policy S3-8 to ensure all new development within the City would incorporate fire prevention consideration in the design of streetscapes, sites, open spaces, and buildings. Furthermore, the City has adopted a public alert notification system that efficiently conveys emergency information to the public and the OFD would have additional support in response to emergencies through the California Fire Rescue and Mutual Aid Plan. In addition, the City monitors water supply to ensure enough water is available for adequate firefighting.

Project implementation would not create any deficiencies in current response times or staffing models, nor require provision of new or expanded fire facilities, construction of which would have the potential to cause significant environmental impacts. Further, as stated above, based on the Phase I area's proximity to three existing fire stations, the personnel staffed for each station, and the response times for service received, the Project would be adequately served by fire protection services, and no new or expanded unplanned facilities would be required. DIFs would also be collected in order to build and supply necessary infrastructure for fire protection services, as necessary. The City has a general City fee schedule as well as a separate fee schedule for the Ontario Ranch collected at building permit issuance to provide funding for fire protection services, among other public services.

Overall, the Project would receive adequate fire protection services and would not result in adverse physical impacts associated with the provision of or need for new or physically altered fire protection facilities, and will not adversely affect service ratios, response times, or other performance objectives. In addition, the Project would comply with all applicable federal, state, and local regulations and payment

of DIFs (refer to ***Section 4.14.3: Regulatory Setting*** for description of applicable DIFs). Therefore, impacts related to fire protection services would be less than significant.

Specific Plan – Phase II Future Development Areas

Construction and Operations

Refer to Phase I discussion above. The Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals at this time. While development could affect response times, services ratios, or other performance objectives for the OFD, impacts to governmental facilities, including fire protection facilities, would be less than significant. The OFD would expand in response to the demand for fire protection facilities and personnel caused by new development. No mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Project Specific Plan and TOP 2050.[16]

Conclusion

As noted above, the Project would not significantly impact fire protection facilities. The proposed Project Specific Plan proposes the same land uses as contained in the City's TOP 2050. No mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Project Specific Plan and TOP 2050.

Mitigation Measures

No mitigation is necessary.

Impact 4.14-2 ***Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:***

II) Police protection?

Level of Significance: Less than Significant

Specific Plan – Phase I

Construction and Operations

The increase in development and workers within the Phase I area could potentially result in additional calls for police department services, which would increase needs for Police department staffing and equipment. To help offset costs and ensure adequate service is provided; development mitigation fees are collected. Additionally, the Project would include installation of security features and surveillance through the provision of low-intensity security lighting in and around the new buildings and parking areas. The Project includes proposed business park and mixed-use development on 18 parcels covering

[16] The City's TOP 2050 Final Supplemental EIR determined that impacts to public services, including fire protection, would be less than significant. (Final EIR Section 5.15, Public Services).

84.1 acres within the City, which could increase the City's population. As previously discussed, police protection services for the City and Phase I area are provided by the OPD. The OPD is located approximately 3.6 miles northwest of the Phase I area at 2500 South Archibald Avenue, Ontario, CA, 91791. The OPD consists of 289 sworn officers providing law enforcement services 24 hours a day, 365 days a year. The OPD services three areas of command. The Project site is located within the West Area Command and would be served by officers and corporals, headed by police sergeants, who work 24/7 patrol operations; traffic officers; CET officers, who work special projects; narcotics investigators; and detectives.

To accommodate the growth of the City population, new police officers and potential for new protection facilities were anticipated to help offset costs and ensure adequate service is provided, and development mitigation fees are collected. According to the Project Specific Plan, future development would comply with the City's development review process, which provides for review by the City's Police Department and potential redesign to incorporate crime prevention design elements in streetscapes, sites, open spaces, and buildings. Additionally, pursuant to the City's existing permitting process, the City's Building Department would review final site plans in order to ensure that crime prevention through design measures is incorporated as part of the Project. Furthermore, Project construction would include the strategic use of nighttime security lighting and on-site security personnel to secure the site and reduce demands on police service.

The Project would comply with all applicable goals and policies outlined in TOP 2050 that would include efforts to improve public safety regard to police protection. This includes the public alert notification system that efficiently conveys information concerning emergency events to the public as well as ensuring the OPD would respond to calls for service in a timely manner. Additionally, pursuant to the City's existing permitting process, the City's Building Department would review final site plans in order to ensure that crime prevention through design measures is incorporated as part of the Project. This includes Crime Prevention through Environmental Design (CPTED) strategies, which is a planning tool that focuses on proper design and use of the built environment to deter and prevent crime, in this case for business park and mixed uses. CPTED would ensure parking lots, loading dock areas, pedestrian walkways, building entrances, signage, and architectural and landscape features have adequate illumination and ground or low mounted fixtures would be installed along walkways, entrances, steps, and ramps for further safety. Development design within the Project site would also encourage delineation of pedestrian access to buildings located on the site from adjacent streets and parking areas by marking building entrances with prominent signage or architectural and landscaping features. The OPD would continue to add staff and equipment on an as-needed basis in order to accommodate the incremental increasing demands from buildout of land uses, as was identified in TOP. Furthermore, The City partners with other local, state, and federal law enforcement agencies and private security providers, as well as utilize all City departments to help reduce crime and promote public safety. Project plans would be reviewed by applicable local agencies to ensure compliance with TOP 2050, Euclid Mixed-Use Specific Plan, and the Ontario MC, as well as all applicable regulations to ensure adequate site signage, lighting, and other crime safety preventative measures to ensure safety standards. The Master Developer and/or Site Developer, as applicable, is required to pay all required impact fees and fair share costs. Compliance with applicable local regulations and payment of DIFs would ensure that Project construction and operation would result

in a less than significant impact to police protection services (refer to ***Section 4.14.3: Regulatory Setting*** for description of applicable DIFs).

The OPD has prepared for growth of the Ontario Ranch area, where the Project site is located, and is expected to have adequate facilities and personnel to serve the proposed development. The OPD would continue to add staff and equipment on an as-needed basis in order to accommodate the incremental increasing demands from buildout of land uses, as was identified in TOP. Furthermore, buildout of the Project would require payment of police impact fees, and would not require construction of additional police facilities to maintain adequate police protection service. Thus, impacts related to police protection services would be less than significant.

Specific Plan – Phase II Future Development Areas

Construction and Operations

Refer to Phase I discussion above. The Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals at this time. While development could affect response times, services ratios, or other performance objectives for the OPD, impacts to governmental facilities, including police protection facilities, would be less than significant. The OPD would expand in response to the demand for police protection facilities and personnel caused by new development. No mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Project Specific Plan and TOP 2050.[17]

Conclusion

As noted above, the Project would not significantly impact police protection facilities. The proposed Project Specific Plan proposes the same land uses as contained in the City's TOP 2050. No mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Project Specific Plan and TOP 2050.

Mitigation Measures

No mitigation is necessary.

Impact 4.12-3 ***Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:***

Schools?

Level of Significance: Less Than Significant

[17] City of Ontario. 2022. *TOP 2050 Final Supplemental Environmental Impact Report, Section 5.15, Public Services*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf.

Specific Plan – Phase I

The CVUSD serves the City of Ontario with education services. The Project would include up to 290,110 square feet of commercial retail/office uses, up to 466 residential units, and 1,386,776 square feet of business park uses, which increase employment opportunities. This increase in employment could cause a number of new families to relocate, potentially increasing enrollment within the CVUSD. However, it is anticipated that a majority of potential employees would be existing residents in local and neighboring communities and regions that would not require relocating into the school district.

School funding comes predominantly from federal, state, and local sources such as businesses and personal income taxes, sales tax, and property taxes. Education Code 17620 et seq. authorizes the collection developer fees; Government Code 65995 et seq. establishes the types of fees and rates[18] The Project applicant would be required to pay the CVUSD's current developer impact fees in effect at the time of submitting the building permit application. These fees would be used to accommodate any expansion or upgrades needed to serve new students. Under SB 50, payment of required school impact fees is deemed complete and full mitigation for impacts to school facilities (refer to ***Section 4.14.3: Regulatory Setting*** for description of applicable DIFs). Payment of required fees would ensure impacts to schools are less than significant and no mitigation measures are necessary.

Specific Plan – Phase II Future Development Areas

Construction and Operations

Refer to Phase I discussion above. The Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals at this time. Development of Phase II would occur on Planning Areas 2B and 3B. While development could affect performance objectives for schools, impacts would be less than significant. School funding comes predominantly from federal, state, and local sources such as businesses and personal income taxes, sales tax, and property taxes. Education Code 17620 et seq. authorizes the collection developer fees; Government Code 65995 et seq. establishes the types of fees and rates At the time of development for Phase II, payment would be required for the CVUSD's current developer impact fees in effect at the time of submitting the building permit application. These fees would be used to accommodate any expansion or upgrades needed to serve new students. Payment of required fees would ensure impacts to schools are less than significant and no mitigation measures are necessary. No mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Project Specific Plan and TOP 2050.

Conclusion

As noted above, the Project would not significantly impact school facilities. The proposed Project Specific Plan proposes the same land uses as contained in the City's TOP 2050. No mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Project Specific Plan and TOP 2050.

[18] Chino Valley Unified School District. ND. Developer Fees. https://www.chino.k12.ca.us/site/handlers/filedownload.ashx?moduleinstanceid=8489&dataid=168928&FileName=Developer%20Fees%20-%20Frequently%20Asked%20Questions%20-%20October%202022.pdf. (accessed March 2023).

Mitigation Measures

No mitigation is necessary.

Impact 4.12-4 ***Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:***

Parks?

Level of Significance: Less than Significant

Specific Plan – Phase I

As previously mentioned, parks and recreation areas within the City are managed by the City of Ontario. The City maintains 32 parks, seven community centers, and three dog parks. The Project includes a residential component that could generate population growth and increase new employees to the nearby public parks or facilities. Multiple parks are located near the Project site. The nearest parks to the Project are Centennial Park, which is a City park, and two City of Chino parks: Constellation Park and Cypress Trails Park. These parks are approximately three miles north, less than one mile west and two miles northwest of the Project site, respectively. The MU zoning district accommodates a wide variety of retail commercial, office and high-density residential development in conformance with TOP. It is anticipated that the Mixed-Use development will be comprised of 10 percent Office, 20 percent Commercial/Retail, and 70 percent Residential. According to the Project Specific Plan, public parks, community centers, and similar facilities are permitted by right within both the BP and MU zoning districts. Additionally, publicly owned or accessible open space/parks and trails are permitted within the OS-NR zoning district. The Project is required, by TOP 2050 Policy PR-1.4, to provide parks or open space for new multi-family residential developments, in addition to the payment of applicable DIFs.

Under TOP 2050, the City strives to provide five acres of parkland per 1,000 residents, and a minimum of two acres of developed private park space per 1,000 residents in addition to the three acres per 1,000 persons standard. The Project would be in compliance with the land use and zoning designations identified in TOP and would Project Applicant would pay general DIFs that contribute to funding for parks. As a result, development of park facilities would keep pace with the anticipated increase in population from buildout of TOP 2050. Furthermore, all future park development would undergo individual CEQA evaluation, which is anticipated to account for any future impacts, and impacts would be less than significant.

Overall, the Project would not result in adverse physical impacts associated with the provision of or need for new or physically altered park facilities and will not adversely affect service ratios or other performance objectives. In addition, the Project would comply with all applicable federal, state, and local regulations and payment of DIFs (refer to ***Section 4.14.3: Regulatory Setting*** for description of applicable DIFs). Therefore, impacts related to parks would be less than significant.

Specific Plan – Phase II Future Development Areas

Construction and Operations

Refer to Phase I discussion above. The Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals at this time. Development of Phase II would occur on Planning Areas 2B and 3B. While development could affect population increases that put greater demand on park facilities, the expansion of park facilities in response to the Project is accounted for by TOP 2050 and includes the requirement that new multi-family residential development within the Phase II future development area provide recreational facilities or open space, including parks. Therefore, impacts would be less than significant. No mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Project Specific Plan and TOP 2050.[19]

Conclusion

As noted above, the Project would not significantly impact park facilities. The proposed Project Specific Plan proposes the same land uses as contained in the City's TOP 2050. No mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Project Specific Plan and TOP 2050.

Mitigation Measures

No mitigation is necessary.

Impact 4.12-5 ***Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:***

Other public facilities?

Level of Significance: Less than Significant

Specific Plan – Phase I

Other Public Facilities generally refers to libraries and government buildings that serve the population within the jurisdiction. The Project construction and operation would not require the physical modification of any of the City's public facilities. As stated previously, the Community Life and Culture Department manages the City's two public libraries, neither of which are in close proximity to the Project site. The South Ontario Lewis Family Branch Library (South Ontario Library) is approximately 4.8 miles northeast of the Project site, and the Ovitt Family Community Library is located approximately 4.6 miles north of Project site. The construction and operation of the Project site would not result in a substantial

[19] City of Ontario. 2022. *TOP 2050, Final Supplemental Environmental Impact Report, Section 5.16, Recreation.* https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf. (accessed January 2023).

increase in demand for these services such that a significant deterioration of the existing facilities would occur, or such that new facilities would be required.

Additional library services were accounted for in the City's TOP. The City has plans to build a new 37,646-square-foot public library in the New Model Colony (NMC) or "Ontario Ranch" area that would provide similar services as the Main Library and a 6,763-square-foot expansion in the Old Model Colony (OMC), totaling 44,409 new square feet of public library services. This would give citizens in that area access to similar levels of service as already exist in the OMC. The expansion of library services in the OMC would continue to bring similar levels of service to the residents in the OMC. In addition, the Ontario library system participates in an interlibrary exchange as part of the Inland Library System, which includes 18 other independent public libraries in Inyo, Riverside, and San Bernardino Counties. This would give existing and future citizens of Ontario access to additional library services. Therefore, additional construction of facilities would not be required. DIFs would also be collected in order to build and supply necessary infrastructure for other public facilities, as necessary. The City has a general City fee schedule as well as a separate fee schedule for the Ontario Ranch collected at building permit issuance to provide funding for public services, including libraries and other general facilities.

Other potential impacts to surrounding public facilities include the Chino Airport. Analyzed in greater detail in ***Section 4.11: Land Use and Planning***, the Project was found to be compliant with the regulations and policies presented in the Chino Airport Land Use Community Plan (ALUCP). Because of the lack of substantial population growth and the Project's compliance with the Chino Airport ALUCP, a less than significant impact is expected to occur on surrounding public facilities.

Overall, the Project would be adequately served by other public facilities and would not result in adverse physical impacts associated with the provision of or need for new or physically altered public facilities, and will not adversely affect service ratios, response times, or other performance objectives. In addition, the Project would comply with all applicable federal, state, and local regulations and payment of DIFs (refer to ***Section 4.14.3: Regulatory Setting*** for description of applicable DIFs). Therefore, impacts related to fire other public services would be less than significant.

Specific Plan – Phase II Future Development Areas

Construction and Operations

Refer to Phase I discussion above. The Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals at this time. While development could affect population increases that put greater demand on other public facilities, the expansion of other public facilities in response to the Project is accounted for by TOP 2050, and impacts would be less than significant. No mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Project Specific Plan and TOP 2050.[20]

[20] City of Ontario. 2022. *TOP 2050, Final Supplemental Environmental Impact Report, Section 5.15, Public Services*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf. (accessed March 2023).

Conclusion

As noted above, the Project would not significantly impact other public facilities. The proposed Project Specific Plan proposes the same land uses as contained in the City's TOP 2050. No mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Project Specific Plan and TOP 2050.

Mitigation Measures

No mitigation is necessary.

4.14.7 Cumulative Impacts

The Project would be pursuant to TOP 2050 and would represent a consistent and logical continuation of the existing and planned pattern of development in Ontario, specifically the Ontario Ranch area. The City has long anticipated that this area would transition from dairy/agricultural to urban uses, and the Project Specific Plan is implementing TOP 2050.[21]

Fire Protection Services

The cumulative study area for fire protection services is the City of Ontario. Future development projects are anticipated to occur throughout the City, specifically in the Ontario Ranch area, including the Project site. As indicated in the City's TOP, development of the Ontario Ranch area would generate a proportional increase in demand for additional fire protection and EMS. The City is in the process of constructing two new fire stations with one proposed in the Ontario Ranch area that would help accommodate cumulative increases to fire protection services in the southern portion of the City, including the Project site.

As stated above, the Project would increase the demand for fire protection services through the incorporation of additional people on-site in addition to the cumulative development of projects within the City. Thus, a periodic review process would ensure that adequate service would be maintained throughout the City and would add staffing and equipment as necessary. The OFD can presently serve the Project site without the need for additional fire facilities with payment of DIFs.

Since the Project would be consistent with the buildout assumptions of TOP and other applicable plans and regulations, and payment of general DIFs, implementation of the Project would not result in a cumulatively considerable increase in the need for fire protection and EMS facilities or personnel.

Police Protection Services

Similarly, future development projects are anticipated to occur within the City. This overall development would generate a proportional increase in calls for police services. All future cumulative projects would be reviewed by OPD staff prior to issuance of any development permit to ensure adequate security measures are provided for each site-specific development in the City, including this Project. It is anticipated that future development would result in the need of additional sworn officers and equipment, but with payment of DIFs, implementation of the Project would not create a cumulatively considerable

[21] Ibid.

need for new or expanded police stations. Therefore, cumulative impacts associated with the implementation of the Project would be less than significant.

Schools, Parks, and Other Public Services

As discussed above, the Project is not anticipated to cumulatively increase the need for schools, parks, and other public services in the City. The anticipated increased demands for schools, parks, and other public services within the City was accounted for in the City's TOP 2050 and analyzed in TOP EIR, which accounts for the cumulative growth in the City. In addition, cumulative development projects would pay the required DIFs that would be appropriately allocated, in this case, to schools and parks. In addition, the TOP concluded that additional library services would not be required with buildout of the TOP. Therefore, cumulative impacts associated with schools, parks, and other public services from the Project would be less than cumulatively significant.

4.14.8 Significant Unavoidable Impacts

No significant unavoidable impacts were identified.

4.14.9 References

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4.15 TRANSPORTATION AND TRAFFIC

4.15.1 Introduction

This section of the Draft Environmental Impact Report (EIR) evaluates the potential for implementation of the Euclid Mixed Use Specific Plan Project (Project) to result in transportation and traffic impacts in the City of Ontario (City).

This Section and environmental discussion use information from the following City documents:

- The Ontario Plan 2050
- City of Ontario Municipal Code
- City of Ontario TOP 2050 Final Supplemental EIR

Additionally, the following analysis is based in part on information obtained from:

- Urban Crossroads. August 2023. *Euclid Mixed Use Specific Plan Traffic Analysis*. (***Appendix I1***)
- Urban Crossroads. December 2022. *Euclid Mixed Use Specific Plan Vehicle Miles Traveled (VMT) Analysis*. (***Appendix I2***)

4.15.2 Environmental Setting

The Project site comprises 18 parcels totaling approximately 84.1 acres of agricultural development and residential uses. The Project area is located approximately two and a half miles south of State Route (SR) 60 (SR-60) via SR-83 (Euclid Avenue), which is located on the western boundary of the Project site. The Project site is bounded by Schaefer Avenue on the north, Edison Avenue on the south, Sultana Avenue on the east, and Euclid Avenue on the west. Access to the site is currently provided via multiple private driveway entrances located on Euclid Avenue, Edison Avenue, and Schaefer Avenue.

Existing improvements for Euclid Avenue include interim pavement and an unimproved dirt center median. Euclid Avenue has a fully dedicated right-of-way. Schaefer Avenue and Edison Avenue are paved in an interim condition, requiring ultimate right-of-way dedication and major street and parkway improvements. On the eastern boundary of the Project site, Sultana Avenue is a fully dedicated yet unimproved street that exists only on paper, which would require major street and parkway improvements. Traffic signals are located along Euclid Avenue at the Edison Avenue and Schaefer Avenue intersections.

Existing Regional Transportation System Characteristics

The Project site is located approximately two and a half miles south of SR 60 via SR 83 (Euclid Avenue), which is located on the western boundary of the Project site. Regional access to the Project site is provided by SR-83 (Euclid Avenue), which connects to SR-60 and Interstate 10 (I-10) to the north; I-15 approximately 5.5 miles to the east; and SR-71 approximately 4.3 miles to the west. SR-71 connects the Project to SR-91 in unincorporated Riverside County.

Existing Local Transportation System Characteristics

The City's General Plan, also known as "The Ontario Plan" (TOP) 2050, provides descriptions of the various classes of roadways within the City. The City's circulation system includes three freeways, an international airport, two railroad main lines of the Union Pacific Railroad (UPRR) and one Southern California Regional Rail Authority (SCRRA) rail line, and a system of arterial and local streets. The following definitions from the City's TOP 2050 EIR describes the characteristics of the various roadway classifications:

Freeway: Freeways are limited-access, high-speed travel ways in the state and federal highway systems.

Other Principal Arterials: Other Principal Arterials serve the major centers and corridors of activity, carry the highest volumes of traffic, and serve the longest trips of all city roadways. Other Principal Arterials typically accommodate four to eight lanes of traffic and medians.

Minor Arterials: Minor arterials accommodate less traffic than Other Principal Arterials and are for trips of moderate length. Minor Arterials allow more access to abutting properties than Other Principal Arterials, so speeds are lower. Minor Arterials connect the community but ideally should not penetrate residential neighborhoods. The roadway configuration and right-of-way width vary depending on local conditions, but typically accommodate four to six lanes of traffic and medians.

Collector Streets: Collector streets provide access to abutting properties and traffic circulation within residential neighborhoods and business areas. Collector streets allow access to local and arterial roadways. The roadway configuration and right-of-way width vary depending on local conditions, but typically accommodate two to four lanes of traffic.

Local Street: The primary function of a local street is to provide direct access to abutting properties. Local streets rarely have more than two travel lanes and speed limits are generally low; they are not intended for through traffic. Local streets are not on the Functional Roadway Classifications map because they are not considered part of the backbone circulation system.

Enhanced Intersection: Enhanced Intersections may include additional lanes, reduced median width, increased right-of-way width, removal of on-street bike lanes, or reduction of parkway width to increase capacity, improve operations, and respond to local demands. Detailed engineering studies are necessary to identify the most effective and feasible types of improvements.

The Project vicinity consists of major roadways within the cities of Ontario, Chino, Chino Hills, Eastvale, Jurupa Valley and California Department of Transportation (Caltrans) facilities. A detailed description of the existing roadway network and conditions is provided in Section 3 of the Traffic Analysis (see **Appendix I1**).

The Project area includes roadways that are classified as 8-lane Other Principal Arterials, which are identified as having four lanes of travel in each direction. The following within the Project area are classified as 8-lane Other Principal Arterials:

- Euclid Avenue
- Edison Avenue

The Project area roadways that are classified as 6-lane Other Principal Arterials are identified as having three lanes of travel in each direction and a 14-foot curbed or painted median. The following Project area roadways classified as 6-lane Other Principal Arterials include:

- Archibald Avenue
- Vineyard Avenue
- Hamner Avenue

The Project area roadways that are classified as 4-lane Other Principal Arterials are identified as having two lanes of travel in each direction. The following Project area roadways that are classified as 4-lane Other Principal Arterials include:

- Grove Avenue
- Haven Avenue, south of Riverside Drive

The Project area roadway that is classified as a 6-lane Minor Arterial is identified as having three lanes of travel in each direction. The following Project area roadway that is classified as a 6-lane Minor Arterial includes :

- Riverside Drive

The Project area roadways that are classified as Collector Streets are identified as having two to four lanes of travel in each direction. The following Project area roadways classified as Collector Streets include:

- Walnut Avenue
- Chino Avenue
- Schaefer Avenue
- Eucalyptus Avenue
- Merrill Avenue
- Bon View Avenue
- Walker Avenue
- Hellman Avenue
- Turner Avenue

Bicycle and Pedestrian Paths

There are limited pedestrian facilities in the vicinity of the Project site. Field observations and traffic counts conducted in 2022 indicate light pedestrian and bicycle activity within the Project area (see **Appendix I1**). Trails and bicycle paths provide an additional mode of circulation in and around the Project site. Multipurpose trails would be provided on the east side of Euclid Avenue, on the south side of Schaefer Avenue and on the south side of Edison Avenue (see ***Figure 3-11: Bicycle and Pedestrian Plan***). TOP 2050 Mobility Element specifies a Class II bicycle lane on the north side of Schaefer Avenue adjacent to the Project site. Class II bicycle lanes are defined as dedicated (striped) lanes along streets, with no parking allowed in the bicycle lane. This bicycle lane provides linkages to the City's bicycle path system (see ***Figure 3-12: City of Ontario Trail and Bicycle Paths Plan***). The trail and bicycle path improvements would be installed along the Project frontages in conjunction with street improvements.

Truck Routes

According to the City's Truck Routes map, the City has designated certain roadways for the purpose of channeling large trucks through and within the City, including Euclid and Edison Avenues which border the Project site.[1] The City also maintains these routes to establish a network that provides for the effective transport of goods while minimizing negative impacts on local circulation and noise-sensitive land uses. In addition to the City's routes, the State has identified Mission Boulevard and parts of Milliken Avenue and Jurupa Street as extralegal load limit streets.

Rail Lines and Crossings

Two major east-west freight lines traverse the City. A third east-west line runs just north of the northern boundary of the City. The northern route through the City is the UPRR Alhambra Subdivision Line, which begins at the Ports of Los Angeles/Long Beach and runs through Los Angeles, Pomona, Colton, and points farther east. The southern route is the UPRR Los Angeles Subdivision Line, which also begins at the Ports of Los Angeles/Long Beach and runs through Pomona, but travels southeast to Riverside and points farther east.

The UPRR main lines run parallel to each other from the western boundary of the City to Campus Avenue. The Alhambra Subdivision Line continues east along the northern boundary of Ontario International Airport (ONT) north of Airport Drive, and the Los Angeles Subdivision Line turns southeast along the south side of ONT and the north side of Mission Avenue. Metrolink's Riverside County Line runs on the southern tracks, and the Amtrak Sunset Limited runs on the northern tracks. The rail line that traverses north of the City is Metrolink's San Bernardino Line. The Burlington Northern Santa Fe railroad has trackage rights on that line.

Both UPRR tracks are grade separated at Mountain Avenue and Euclid Avenue in the western part of the City. The northern tracks are grade separated at Grove Avenue, Vineyard Avenue, Archibald Avenue,

[1] City of Ontario. 2022. *Figure M-04 Truck Routes*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/Mobility/FIgure%20M-04%20Truck%20Routes.pdf. (accessed March 2023).

Haven Avenue, and Milliken Avenue. The southern tracks are grade separated at Grove Avenue, Haven Avenue, and Milliken Avenue.

Bus Transit

Omnitrans Transit Agency provides local transit service throughout the County, including the City. Omnitrans provides Countywide bus service and currently has five bus routes in the City that provide connections between rail stations, ONT, major employment and shopping centers, and residential areas.

- 61 – Fontana – Ontario Mills – Pomona (via Holt Boulevard – Inland Empire Boulevard)
- 63 – Chino – Ontario – Upland (via Chino Avenue – Riverside Drive – Mountain Avenue – Holt Boulevard – Campus Avenue – 4th Street)
- 80 – Montclair – Ontario Convention Center – Rancho Cucamonga (via Mountain Avenue – Holt Boulevard– Vineyard Avenue)
- 81 – Ontario – Ontario Mills – Chaffey College (via Holt Boulevard– Francis Street – Archibald Avenue – Riverside Drive – Haven Avenue)
- 83 – Upland – Euclid Avenue – Chino Avenue (via Euclid Avenue)

There are three transfer centers in the City. The first is at the Civic Center on Sultana Avenue, between Holt Boulevard and D Street; the second is at the Ontario Mills Mall; and the third is at ONT. Omnitrans provides connections to other regional bus services such as Foothill Transit, Los Angeles Metropolitan Transit Agency, and others. The City is coordinating with regional transit agencies to implement Bus Rapid Transit (BRT) service to target destinations and along corridors, including Euclid Avenue west of the Project site. The nearest bus stop to the Project site is at the intersection of Euclid Avenue and Eucalyptus Avenue approximately 0.6 mile to the west.

Metrolink

Commuter train service in the City is provided by Metrolink, which operates six commuter rail lines throughout southern California. The Riverside County Line runs between Los Angeles Union Station and downtown Riverside on Mondays through Fridays between 4:30 AM and 8:00 PM, passing through the City. There is no Metrolink service on this line on Saturdays or Sundays. There is one Metrolink station in the City, off of Haven Avenue on Francis Street. This station is served by Omnitrans Bus Route 81. The Metrolink San Bernardino line is less than a mile north of the northern City limit.

Amtrak

Amtrak has one route (Sunset Limited route) that regularly stops in the City, which travels between Los Angeles and New Orleans, Louisiana. The Amtrak stops in the City and is located near the transfer center, on Emporia Street and Lemon Avenue (about one block from Holt Boulevard and Sultana Avenue). This service arrives and departs on Sunday, Wednesday, and Friday.

4.15.3 Regulatory Setting

Federal

Americans With Disabilities Act

The Americans with Disabilities Act (ADA) of 1990 prohibits discrimination toward people with disabilities and guarantees that they have equal opportunities as the rest of society to become employed, purchase goods and services, and participate in government programs and services. The ADA includes requirements pertaining to transportation infrastructure. The Department of Justice's revised regulations for Titles II and III of the ADA, known as the 2010 ADA Standards for Accessible Designs, set minimum requirements for newly designed and constructed or altered State and local government facilities, public accommodations, and commercial facilities to be readily accessible to and usable by individuals with disabilities. These standards apply to accessible walking routes, curb ramps, and other facilities.

Surface Transportation Assistance Act Routes

The Surface Transportation Assistance Act (STAA) of 1982 allows large trucks, referred to as STAA trucks that comply with maximum length and wide requirements, to operate on routes that are part of the National Network. The National Network includes the Interstate System and other designated highways that were a part of the Federal-Aid Primary System on June 1, 1991; states are encouraged, however, to allow access for STAA trucks on all highways.

State

Assembly Bill 1358, Complete Streets Act

The California Complete Streets Act of 2008, Assembly Bill (AB) 1358, was signed into law on September 30, 2008. Beginning January 1, 2011, AB 1358 required circulation elements to address the transportation system from a multimodal perspective. The bill states that streets, roads, and highways must "meet the needs of all users…in a manner suitable to the rural, suburban, or urban context of the general plan." Essentially, this bill requires a circulation element to plan for all modes of transportation where appropriate—including walking, biking, car travel, and transit.

The Complete Streets Act also requires general plan circulation elements to consider the multiple users of the transportation system, including children, adults, seniors, and the disabled. For further clarity, AB 1358 tasked the Governor's Office of Planning and Research (OPR) to release guidelines for compliance with this legislation by January 1, 2014.

Senate Bill 743

On September 27, 2013, Senate Bill (SB) 743 was signed into law. The Legislature found that with adoption of the SB 375, the State had signaled its commitment to encourage land use and transportation planning decisions and investments that reduce VMT and thereby contribute to the reduction of greenhouse gas (GHG) emissions, as required by Assembly Bill (AB) 32 (California Global Warming Solutions Act of 2006); see ***Section 4.8: Greenhouse Gas*** for further discussion. Additionally, AB 1358, described above, requires local governments to plan for a balanced, multimodal transportation network that meets the needs of all users.

SB 743 started a process that could fundamentally change transportation impact analysis as part of the California Environmental Quality Act (CEQA) compliance. Changes implemented include the elimination

of auto delay, level of service (LOS), and similar measures of vehicular capacity or traffic congestion as the basis for determining significant impacts under CEQA. As part of the new State CEQA Guidelines, the new criteria "shall promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses." Governor's Office of Planning and Research (OPR) developed alternative metrics and thresholds based on VMT. The guidelines were certified by the Secretary of the Natural Resources Agency in December 2018, and automobile delay, as described solely by LOS of similar measures of vehicular capacity or traffic congestion, shall not be considered a significant impact on the environment. There was an opt-in period until July 1, 2020, for agencies to adopt new VMT-based criteria. As such, the City developed its own VMT impact thresholds, which were adopted by City Council on June 16, 2020, using both the OPR Technical Advisory on Evaluating Transportation Impacts in CEQA and San Bernardino County Transportation Authority (SBCTA) Guidelines.

Senate Bill 375 Sustainable Communities and Climate Protection Act

The Sustainable Communities and Climate Protection Act of 2008 or SB 375 was signed into law on September 30, 2008. The SB 375 regulation provides incentives for cities and developers to bring housing and jobs closer together and to improve public transit. The goal behind SB 375 is to reduce automobile commuting trips and length of automobile trips, thus helping to meet the statewide targets for reducing GHG emissions set by AB 32. SB 375 requires each metropolitan planning organization (MPO) to add a broader vision for growth, called a "Sustainable Communities Strategy" (SCS), to its transportation plan. The SCS must lay out a plan to meet the region's transportation, housing, economic, and environmental needs in a way that enables the area to lower GHG emissions. The SCS should integrate transportation, land-use, and housing policies to plan for the achievement of the emissions target for their region.

Caltrans

Caltrans endeavors to maintain a target LOS at the transition between LOS C and LOS D on State Highway System (SHS) facilities; however, Caltrans acknowledges that this may not always be feasible and recommends that the lead agency consult with Caltrans to determine the appropriate target LOS. If an existing State highway facility is operating at less than this target LOS, the existing LOS should be maintained. In general, the regionwide goal for an acceptable LOS on all freeways and intersections is LOS D. Consistent with the City's LOS threshold of LOS D and in excess of the City's stated LOS threshold of LOS E, LOS D would be used as the target LOS for freeway ramps, freeway segments, and freeway merge/diverge ramp junctions.

Regional

Southern California Association of Governments (SCAG) 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS)

On September 3, 2020, SCAG adopted the 2020-2045 RTP/SCS (Connect SoCal), which places a greater emphasis than ever on sustainability and integrated planning. The 2020-2045 RTP/SCS vision encompasses a long-range visioning plan that balances future mobility and housing needs with economic, environmental, and public health goals. The 2020-2045 RTP/SCS includes a strong commitment to reduce emissions from transportation sources to comply with SB 375, improve public health, and meet the National Ambient Air Quality Standards. This long-range plan, required by the State of California and the

federal government, is updated by SCAG every four years as demographic, economic, and policy circumstances change. The 2020-2045 RTP/SCS is a living, evolving blueprint for the region's future.

San Bernardino County Congestion Management Program

The SBCTA is San Bernardino's Congestion Management Agency (CMA). SBCTA prepares, monitors, and periodically updates the County Congestion Management Program to meet federal Congestion Management Process requirement and the County's Measure I Program. The County Congestion Management Program defines a network of State highways and arterials, LOS standards and related procedures, the process for mitigation of impacts of new development on the transportations system, and technical justification for the approach.

Measure I Strategic Plan

Measure I authorizes a half-cent sales tax in the County until March 2040 for use exclusively on transportation improvement and traffic management programs. San Bernardino County voters first approved the measure in 1989 and in 2004 overwhelmingly approved the extension through 2040. Measure I includes language mandating development to pay its fair share for transportation improvements in San Bernardino County. The Measure I Strategic Plan is the official guide for the allocation and administration of the combination of local transportation sales tax, State and Federal transportation revenues, and private fair-share contributions to regional transportation facilities to fund the Measure I 2010–2040 transportation programs. The Strategic Plan identifies funding categories and allocations and planned transportation improvement projects in the County for freeways, major and local arterials, bus and rail transit, and traffic management systems. The City has adopted a development impact fee (DIF) program that is consistent with Measure I requirements.

Local

City of Ontario General Plan – The Ontario Plan 2050

The TOP 2050 Mobility Element establishes a guideline that is intended to provide a balanced transportation/ circulation system that would support the anticipated growth in local and regional land uses. The Mobility Element is based on the following principles:

- Access to convenient local and regional mobility options is essential to the City's growth and prosperity.
- A comprehensive multimodal mobility system is vital to providing equitable access to jobs, schools, shopping, services, parks, and other key destination points for people of all abilities and incomes.
- Transportation systems should reflect the context and desired character of the surrounding land uses.
- Well designed and maintained roadways, sidewalks, and bikeways are essential for the safe and efficient movement of goods and people.
- Transportation routes and their rights-of-way should be planned and preserved based upon projected travel demands.

The Mobility Element stipulates that roadways within the City comply with federal, State, and local design and safety standards. Furthermore, the Mobility Element requires City roads maintain a peak hour LOS or better at all intersections. The Mobility Element further provides goals and policies for bicycle, pedestrian, and public transit facilities.

The following Mobility Element goals and policies would apply to the proposed Project:

Mobility Element[2]

Goal M-1 **A system of roadways that meets the mobility needs of a dynamic and prosperous Ontario.**

Policy M-1.2 **Mitigation of Impacts**. We require development to mitigate its traffic impacts.

Policy M-1.5 **Level of Service**. Maintain a peak hour Level of Service (LOS) E or better at all intersections. Maintain Level of Service D or better on arterial streets in the City. Develop and maintain a list of locations where LOS E or LOS F are considered acceptable and would be exempt from this level of service policy. Considerations for LOS exemption include being restricted by environmental constraints, lacking available right-of-way, deterring an increase in VMT, or degrading other modes of travel (such as bicycle or pedestrian infrastructure).

Policy M-1.6 **Reduce Vehicle Miles Traveled**. We will strive to reduce VMT through a combination of land use, transportation projects, travel demand management strategies, and other trip reduction measures in coordination with development projects and public capital improvement projects.

Goal M-2 **A system of trails and corridors that facilitate and encourage active modes of transportation.**

Policy M-2.1 **Active Transportation**. We maintain our Active Transportation Master Plan to create a comprehensive system of on- and off-street bikeways and pedestrian facilities that are safe, comfortable, and accessible and connect residential areas, businesses, schools, parks, and other key destination points.

Policy M-2.2 **Bicycle System**. We provide off-street multipurpose trails and Class II bikeways as our preferred paths of travel and use the Class III for connectivity in constrained circumstances. When truck routes and bicycle facilities share a right-of-way, we prefer Class I or Class IV bicycle facilities. We require new development to include bicycle facilities, such as bicycle parking and secure storage areas.

Policy M-2.3 **Pedestrian Walkways**. We require streets to include sidewalks and visible crosswalks at major intersections where necessary to promote safe and comfortable mobility between residential areas, businesses, schools, parks, recreation areas, and other key destination points.

[2] City of Ontario. 2022. *TOP 2050, Mobility Element*. https://www.ontarioca.gov/about-ontario-ontario-plan-policy-plan/mobility. (accessed April 2023).

Policy M-2.4 **Network Opportunities**. We use public rights-of-way and easements such as, utility easements, levees, drainage corridors, road rights-of-way, medians, and other potential options to maintain and expand our bicycle and pedestrian network. In urban, mixed-use, and transit-oriented Place Types, we encourage the use of underutilized public and private spaces to expand our public realm and improve pedestrian and bicycle connectivity.

Goal M-3 **A public transit system that is a viable alternative to automobile travel and meets basic transportation needs of the transit-dependent.**

Policy M-3.2 **Alternative Transit Facilities at New Development**. We require new development adjacent to an existing or planned transit stop to contribute to the creation of transit facilities, such as bus shelters, transit bays and turnouts, and bicycle facilities, such as secure storage areas.

Policy M-3.3 **Transit-Oriented Development**. We may provide additional development-related incentives to those inherent in the Land Use Plan for projects that promote transit use and reduce vehicle miles traveled.

Development Impact Fees

The City of Ontario has a list of development impact fees (DIF) charged by the Building Department or collected by the Building Department on behalf of other departments or governmental agencies at the time permits are issued. DIF provide the means to finance adequate infrastructure and other public improvements and facilities made necessary by the impacts created by new residential (i.e., beyond just demand created by subdivisions) and nonresidential development. The City's current fees took effect on January 1, 2020, for the General City and on October 17, 2020, for Ontario Ranch. The City maintains development impact fees for projects in the Original Model Colony (OMC) and Ontario Ranch areas of the City. The fees are updated periodically. They include fees assessed per dwelling unit, per hotel room, or per square foot and include fees for regional and local street improvements.

4.15.4 Impact Thresholds and Significance Criteria

According to Appendix G of the State CEQA Guidelines, a project would normally have a significant effect on the environment if the project would:

- Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities.
- Conflict or be inconsistent with State CEQA Guidelines Section 15064.3, subdivision (b).
- Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment).
- Result in inadequate emergency access.

Methodology

The Project is evaluated against the aforementioned significance criteria/thresholds as the basis for determining the impact's level of significance concerning transportation resources. This analysis considers the existing regulatory framework (i.e., laws, ordinances, regulations, and standards) that avoid or reduce the potentially significant environmental impact. Where significant impacts remain despite compliance with the regulatory framework, feasible mitigation measures are recommended to avoid or reduce the Project's potentially significant environmental impacts.

4.15.5 Plans, Programs, and Policies

PPP TR-1 The proposed Project would be required to comply with the City of Ontario's DIF program, which helps fund transportation improvements. The City's DIF includes regional improvements to comply with Measure I. If roadway improvements are not included in the DIF program, the proposed Project would be required to provide funding on a fair share basis where appropriate, as determined by the City. These fees shall be collected by the City of Ontario, with the proceeds solely used as part of a funding mechanism aimed at ensuring that regional highways and arterial expansions keep pace with the projected population increases. Chapter 8 of the Traffic Analysis (contained in **Appendix I1**) provides more information on the DIF program, fair share contributions, and the proposed Project's expected contributions.

PPP TR-2 The proposed Project would be required to comply with City Municipal Code Section 7-3.07, which requires that prior to any activity that would encroach into a right-of-way, the area be safeguarded through the installation of safety devices that would be specified by the City's Engineering Department during the construction permitting process to ensure that construction activities would not increase hazards.

4.15.6 Impacts and Mitigation Measures

Impact 4.15-1: Would the Project conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

Level of Significance: Less Than Significant

In compliance with the City's Traffic Impact Analysis Guidelines for Vehicle Miles Traveled and Level of Service Assessment, a Traffic Analysis was conducted for the Project which includes an LOS analysis. Please note that this additional information is provided for information purposes only, as vehicle delay is no longer considered a significant impact under CEQA pursuant to SB 743. Specifically, Public Resources Code (PRC) Section 21099(b)(2) states that: "Upon certification of the guidelines by the Secretary of the Natural Resources Agency pursuant to this section, automobile delay, as described solely by level of service or similar measures of vehicular capacity or traffic congestion shall not be considered a significant impact on the environment pursuant to this division, except in locations specifically identified in the guidelines, if any." (emphasis added). As summarized below under the "Traffic Impact Analysis" discussion, with respect to consistency with TOP 2050 level of service policies, with recommended improvements the Project's effects on operational level of service would be consistent with applicable local agency policies. Refer to ***Appendix I1*** for a complete discussion of analysis methodology and findings.

Specific Plan – Phase I and Phase II Future Development Areas

TOP 2050 Mobility Element

The City's TOP 2050 Mobility Element guides mobility and transportation in the City, including transit, bicycle, and pedestrian facilities. The Project would adhere to the TOP 2050 goals and policies outlined in *Section 4.15.3: Regulatory Setting*, above, including **PPP TR-1** and **PPP TR-2**. This includes enhancing transportation networks and for vehicles and bicycle facilities, safely accommodating pedestrian walkways and providing easy access to the Project site via public transportation. More specifically, the Project's circulation network would be designed consistently with the existing transportation system by adhering to the transportation guidelines set in the TOP 2050. The Project would comply with the City's DIF program which would require a payment of fees to ensure that the Project's impact would not significantly impact the regional circulation and/or arterial expansions planned by the City and County (i.e., Congestion Management Program). The payment of fees pursuant to the DIF program would also help the City keep pace with improvements associated with the projected population increases or other identified roadway deficiencies. Refer to the following bicycle, pedestrian, and transit facilities discussion below for more information.

Bicycle and Pedestrian Facilities

The City proposes a Class II bicycle lane on the north side of Schaefer Avenue adjacent to the Project. A bikeway on Schaefer Avenue would connect to the City's existing bike path system, see ***Figure 3-12: City of Ontario Trail and Bicycle Paths Plan***. As discussed in ***Section 3.0: Project Description***, the Project would improve all trails and bikeways along the Project frontages in conjunction with street improvements. Multipurpose trails would be provided on the east side of Euclid Avenue, on the south side of Schaefer Avenue, and on the south side of Edison Avenue. Trails and bicycle paths would provide an additional mode of circulation in and around the Project area. Additionally, to improve safety and the pedestrian experience, connect the various parts of the Project area, and expand access to nearby land uses, sidewalks would be provided along all streets abutting the Project area. As such, the Project supports the City's goal of encouraging bicycling and walking by increasing the connectivity of the City's bicycle and pedestrian system. The sidewalks and trails would be designed to ensure pedestrian and bicyclist safety consistent with the City's Mobility Element. Therefore, a less than significant impact would occur.

Transit Facilities

Transit options provide an alternative mode of transportation for motorists and a primary mode for the transit dependent. The City is coordinating with regional transit agencies to implement BRT service to target destinations and along corridors, including Euclid Avenue on the western boundary of the Project site. The Project is located near Omnitrans Route 81. Omnitrans Route 81 operates on Riverside Drive north of the site. However, there are no existing bus routes near the vicinity of the Project. Transit service is reviewed and updated by Omnitrans periodically to address ridership, budget, and community demand needs. Changes in land use can affect these periodic adjustments which may lead to either enhanced or reduced service where appropriate. The City strives to provide a transit system that serves as a viable alternative to automobile travel. The Project would support transit use by improving existing pedestrian and bicycle facilities in the Project area. The Project would also increase the number of employees in the

area that may access the site by public transit. The Project would not introduce new features to any public road that would affect transit in the Project area. As such, a less than significant impact would occur.

Conclusion

The Project would not conflict with the relevant goals, policies, and ordinances, addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities. Therefore, impacts would be less than significant.

No mitigation is required (refer to discussion below for recommended measures for operational LOS to meet applicable local agency transportation policies; while not a significant impact under CEQA per SB743, this information is provided here, would be considered by decision-makers, and recommended improvements likely incorporated into the Project's conditions of approval for construction or payment of fair share contributions).

Traffic Impact Analysis

To ensure that the Traffic Analysis satisfies the City's traffic study requirements, Urban Crossroads, Inc. prepared a Project traffic study scoping package for review by City staff prior to the preparation of the report. The Agreement provides an outline of the Project study area, trip generation, trip distribution, and analysis methodology.

Project Forecast Trip Generation

In order to develop the traffic characteristics of the Project, trip-generation statistics published in the Institute of Transportation Engineers (ITE) Trip Generation Manual (11th Edition, 2021) was used to estimate the trip generation. For purposes of this analysis, the following ITE land use codes were utilized:

- Industrial Park (ITE Land Use Code 130)
- Warehousing (ITE Land Use Code 150)
- Multifamily (Low-Rise) Housing (ITE Land Use Code 220)
- Strip Retail (<40,000 square feet) (ITE Land Use Code 822)

The ITE Trip Generation Manual does not currently have any trip generation rates for a truck/trailer parking lot, as such, trip generation estimates for the Project have been developed using data collected at other facilities with operations similar to those proposed. Phase I of the Project, not including the Phase II Future Development uses, is anticipated to generate 2,228 two-way trip-ends per day in actual vehicles, with 212 actual AM peak hour trips and 218 actual PM peak hour trips. The Phase II future development area is consistent with the City's TOP 2050, and as such is reflected in TOP 2050 traffic forecasts and associated environmental analysis. No site-specific development plans are proposed at this time for the Phase II future development area.

Traffic Study Scenarios and Assumptions

The Traffic Analysis includes documentation of existing conditions, future conditions, and identification of Project-related deficiencies at 42 study intersections (refer to Table 1-1 of ***Appendix I1***).

Analyses of these intersections/segments were conducted for the following scenarios in the morning and evening peak hours:

- Existing (2022) Conditions
- Existing plus Project (E+P)
- Opening Year Cumulative (2027) Without Project
- Opening Year Cumulative (2027) With Project
- Horizon Year (2050) Without Project
- Horizon Year (2050) With Project

In summary, the Traffic Analysis noted various operational deficiencies at off-site locations under these six scenarios. As noted above, operational delay is no longer a significant impact under CEQA and the discussion below and in the Traffic Analysis is provided for informational purposes only. With implementation of recommended improvements, the Project would be consistent with applicable local agency operational LOS standards, as listed in *Section 4.15.3: Regulatory Setting*, above. Also note that improvements noted below have already been conditioned as part of other project approvals in the City or represent regional improvements where the Project would be required to pay a fair share through the required payment of regional traffic impact fees in accordance with the City's DIF Program. Refer to the Traffic Analysis (***Appendix I1***; Section 8: Local and Regional Funding Mechanisms) for detailed discussion.

Existing (2022) Conditions

The following Project area intersection is currently operating at an unacceptable LOS (below LOS D/LOS E) during the peak hours:

- Grove Avenue & Edison Avenue (#33) – LOS F PM peak hour only

Existing Plus Project (E+P) Conditions

The following additional Project area intersections are anticipated to operate at an unacceptable LOS during the peak hours under E+P traffic conditions, in addition to the intersections identified under Existing (2022) traffic conditions:

- Driveway 9 & Edison Avenue (#19) – LOS F AM peak hour only
- Bon View Avenue & Edison Avenue (#31) – LOS F AM and PM peak hours
- Grove Avenue & Edison Avenue (#33) – LOS F AM and PM peak hours
- Walker Avenue & Edison Avenue (#34) – LOS F AM and PM peak hours

Opening Year Cumulative (2027) Without Project Conditions

The following Project area intersections are anticipated to operate at an unacceptable LOS during the peak hours under Opening Year Cumulative (2027) Without Project traffic conditions:

- Euclid Avenue (SR-83) & SR-60 Westbound Ramps (#1) – LOS F PM peak hour only
- Euclid Avenue (SR-83) & SR-60 Eastbound Ramps (#2) – LOS F AM and PM peak hours

- Euclid Avenue (SR-83) & Riverside Drive (#4) – LOS F AM and PM peak hours
- Euclid Avenue (SR-83) & Chino Avenue (#5) – LOS F AM and PM peak hours
- Euclid Avenue (SR-83) & Schaefer Avenue (#6) – LOS F AM and PM peak hours
- Euclid Avenue (SR-83) & Edison Avenue (#11) – LOS F AM and PM peak hours
- Euclid Avenue (SR-83) & Eucalyptus Avenue (#12) – LOS F AM peak hour only
- Euclid Avenue (SR-83) & Merrill Avenue (#13) – LOS F AM and PM peak hour
- Euclid Avenue (SR-83) & Kimball Avenue (#14) – LOS F PM peak hour only
- Bon View Avenue & Edison Avenue (#31) – LOS F AM and PM peak hour
- Grove Avenue & Schaefer Avenue (#32) – LOS F AM and PM peak hour
- Grove Avenue & Edison Avenue (#33) – LOS F AM and PM peak hour
- Walker Avenue & Edison Avenue (#34) – LOS F AM and PM peak hour
- Archibald Avenue & Edison Avenue (#37) – LOS F AM and PM peak hour

Opening Year Cumulative (2027) With Project Conditions

The following additional Project area intersection is anticipated to operate at an unacceptable LOS during the peak hours with the addition of Project traffic under Opening Year Cumulative (2027) With Project traffic conditions:

- Euclid Avenue (SR-83) & SR-60 Westbound Ramps (#1) – LOS E AM peak hour

Horizon Year 2050 Conditions Without Project

The following Project area intersections are anticipated to operate at an unacceptable LOS during the peak hours under Horizon Year (2050) Without Project traffic conditions:

- Euclid Avenue (SR-83) & SR-60 Westbound Ramps (#1) – LOS F AM and PM peak hour
- Euclid Avenue (SR-83) & SR-60 Eastbound Ramps (#2) – LOS F AM and PM peak hour
- Euclid Avenue (SR-83) & Riverside Drive (#4) – LOS F AM and PM peak hour
- Euclid Avenue (SR-83) & Chino Avenue (#5) – LOS F AM and PM peak hour
- Euclid Avenue (SR-83) & Schaefer Avenue (#6) – LOS F AM and PM peak hour
- Euclid Avenue (SR-83) & Edison Avenue (#11) – LOS F AM and PM peak hour
- Euclid Avenue (SR-83) & Eucalyptus Avenue (#12) – LOS F AM peak hour only
- Euclid Avenue (SR-83) & Merrill Avenue (#13) – LOS F AM and PM peak hour
- Euclid Avenue (SR-83) & Kimball Avenue (#14) – LOS F AM and PM peak hour
- Bon View Avenue & Edison Avenue (#31) – LOS F AM and PM peak hour
- Grove Avenue & Schaefer Avenue (#32) – LOS F AM and PM peak hour
- Grove Avenue & Edison Avenue (#33) – LOS F AM and PM peak hour

- Walker Avenue & Edison Avenue (#34) – LOS F AM and PM peak hour
- Vineyard Avenue & Edison Avenue (#35) – LOS F AM and PM peak hour
- Hellman Avenue & Edison Avenue (#36) – LOS F AM and PM peak hour
- Archibald Avenue & Edison Avenue (#37) – LOS F AM and PM peak hour
- Haven Avenue & Ontario Ranch Roade (#39) – LOS F AM and PM peak hour
- Hamner Avenue & Ontario Ranch Road (#40) – LOS F AM and PM peak hour

Horizon Year (2050) With Project

The following additional Project area intersections anticipated to operate at an unacceptable LOS during the peak hours with the addition of Project traffic under Horizon Year (2050) With Project traffic conditions:

- Driveway 9 & Edison Avenue (#19) – LOS F AM and PM peak hours

Site Access and Site Adjacent Roadway Recommendations

The following recommendations are based on the minimum improvements needed to accommodate site access and maintain acceptable peak hour operations for the Project. Exhibit 1-4 of the Traffic Analysis shows the site adjacent recommendations. The City will be installing continuous two-way left turn lanes on Sultana Avenue and Schaefer Avenue along the Project's frontages and are shown on Exhibit 1-4 of the Traffic Analysis. Refer to ***Appendix I1*** for a detailed discussion.

Recommendation 1 – Euclid Avenue (SR-83) & Driveway 1 (#7) – The following improvement is necessary to accommodate site access:

- Project to construct a stop control on the westbound approach and a right turn lane (Project driveway).

Recommendation 2 – Euclid Avenue (SR-83) & Driveway 2 (#8) – The following improvement is necessary to accommodate site access:

- Project to construct a stop control on the westbound approach and a right turn lane (Project driveway).

Recommendation 3 – Euclid Avenue (SR-83) & Driveway 3 (#9) – The following improvement is necessary to accommodate site access:

- Project to construct a stop control on the westbound approach and a right turn lane (Project driveway).

Recommendation 4 – Driveway 5 & Schaefer Avenue (#15) – The following improvement is necessary to accommodate site access:

- Project to construct a stop control on the northbound approach and a right turn lane (Project driveway).

- It should be noted, the City intends to install a two-way left-turn lane along Schaefer Avenue along the Project's frontage.

Recommendation 5 – Driveway 6 & Schaefer Avenue (#16) – The following improvements are necessary to accommodate site access:

- Project to construct a stop control on the northbound approach and a shared left-right turn lane (Project driveway).
- Project to construct a westbound left turn lane with a minimum of 100 feet of storage.
- It should be noted, the City intends to install a two-way left-turn lane along Schaefer Avenue along the Project's frontage.

Recommendation 6 – Driveway 7 & Schaefer Avenue (#17) – The following improvement is necessary to accommodate site access:

- Project to construct a stop control on the northbound approach and a right turn lane (Project driveway).
- It should be noted, the City intends to install a two-way left-turn lane along Schaefer Avenue along the Project's frontage.

Recommendation 7 – Sultana Avenue & Schaefer Avenue (#21) – The following improvements are necessary to accommodate site access:

- Project to construct a stop control on the northbound approach and a shared left-right turn lane (Project driveway).
- Project to construct a westbound left turn lane within a two-way left-turn lane.
- It should be noted, the City intends to install a two-way left-turn lane along Schaefer Avenue along the Project's frontage.

Recommendation 8 – Sultana Avenue & Driveway 11 (#22) – The following improvements are necessary to accommodate site access:

- Project to construct a stop control on the eastbound approach and a shared left-right turn lane (Project driveway).
- Project to construct a northbound left turn lane within a two-way left-turn lane.
- It should be noted, the City intends to install a two-way left-turn lane along Sultana Avenue along the Project's frontage.

Recommendation 9 – Sultana Avenue & Driveway 12 (#23) – The following improvement is necessary to accommodate site access:

- Project to construct a stop control on the eastbound approach and a shared left-right turn lane (Project driveway).
- Project to construct a northbound left turn lane with a two-way left-tum lane.

- It should be noted, the City intends to install a two-way left-turn lane along Sultana Avenue along the Project's frontage.

Recommendation 10 – Sultana Avenue & Driveway 13 (#24) – The following improvement is necessary to accommodate site access:

- Project to construct a stop control on the eastbound approach and a shared left-right turn lane (Project driveway).
- Project to construct a northbound left turn lane with a two-way left-tum lane.
- It should be noted, the City intends to install a two-way left-turn lane along Sultana Avenue along the Project's frontage.

Recommendation 11 – Sultana Avenue & Driveway 14 (#25) – The following improvement is necessary to accommodate site access:

- Project to construct a stop control on the eastbound approach and a shared left-right turn lane (Project driveway).
- Project to construct a northbound left turn lane with a two-way left-tum lane.
- It should be noted, the City intends to install a two-way left-turn lane along Sultana Avenue along the Project's frontage.

Recommendation 12 – Sultana Avenue & Driveway 15 (#26) – The following improvement is necessary to accommodate site access:

- Project to construct a stop control on the eastbound approach and a shared left-right turn lane (Project driveway).
- Project to construct a northbound left turn lane with a two-way left-tum lane.
- It should be noted, the City intends to install a two-way left-turn lane along Sultana Avenue along the Project's frontage.

Recommendation 13 – Sultana Avenue & Euclid Avenue (#29) – The following improvement is necessary to accommodate site access:

- Project to construct a stop control on the southbound approach, a left turn lane with a minimum of 325 feet of storage, and a right turn lane.
- Project to construct an eastbound left turn lane with a minimum of 100 feet of storage.
- It should be noted, the City intends to install a two-way left-turn lane along Sultana Avenue along the Project's frontage.

Recommendation 14 – Schaefer Avenue– Schaefer Avenue is an east-west oriented roadway located along the Project's northern boundary. Project to construct Schaefer Avenue from Euclid Avenue to Sultana Avenue at its ultimate half-width as a 4-lane collector (108-foot ultimate right-of-way) in compliance with the circulation recommendations found in TOP 2050. It should be noted, the City intends to install a two-way left-turn lane along Schaefer Avenue along the Project's frontage.

Recommendation 15 – Sultana Avenue – Sultana Avenue is a north-south oriented roadway located on the Project's eastern boundary. Project to construct Sultana Avenue from Schaefer Avenue to the northern boundary of Planning Area 2A at its ultimate half-width plus 12-feet of pavement on the east side (northbound direction) to facilitate site access, in compliance with the circulation recommendations found in TOP 2050. It should be noted, the City intends to install a two-way left-turn lane along Sultana Avenue along the Project's frontage.

Recommendation 16 – Euclid Avenue – Euclid Avenue is a north-south oriented roadway located on the Project's western boundary. Project to construct Euclid Avenue from Schaefer Avenue to Driveway 4 at its ultimate half-width as a Principal Arterial (8-lanes, 124-foot right-of-way) in compliance with the circulation recommendations found in TOP 2050.

On-site traffic signing and striping should be implemented agreeable with the provisions of the California Manual on Uniform Traffic Control Devices (CA MUTCD) and in conjunction with detailed construction plans for the Project site.

On-site traffic signing and striping should be implemented agreeable with the provisions of the Caltrans CA MUTCD and in conjunction with detailed construction plans for the Project site. Sight distance at each Project access point should be reviewed with respect to standard Caltrans and the City sight distance standards at the time of preparation of final grading, landscape, and street improvement plans.

Off-site Recommendations

The recommended improvements needed to address the cumulative deficiencies identified under Existing (2022), E+P, Opening Year Cumulative (2027) With and Without Project, and Horizon Year (2050) With and Without Project traffic conditions are summarized in Table 1-3 of the Traffic Analysis. For those improvements listed in Table 1-3 of the Traffic Analysis and not constructed as part of the Project, the Project Applicant's responsibility for the Project's contributions towards deficient intersections is fulfilled through payment of fees (e.g., DIF) or fair share that would be assigned to construction of the identified recommended improvements. Please refer to the Traffic Analysis (***Appendix I1***; Section 8: Local and Regional Funding Mechanisms) for detailed information.

Traffic Analysis Table 1-3 also summarizes the applicable cost associated with each of the recommended improvements based on the preliminary construction cost estimates found in Appendix G of the San Bernardino County Congestion Management Program in conjunction with a cost escalation factor of 1.819 to reflect current costs per City direction except Traffic Signals. A rough order of magnitude cost has been prepared to determine the appropriate contribution value based upon the Project's fair share of traffic as part of the Project approval process. Based on the Project fair share percentages, the Project's fair share cost is estimated at $252,921 to the City. These estimates are a rough order of magnitude as they are intended only for disclosure purposes and do not imply any legal responsibility or formula for contributions or mitigation. Prior to the issuance of building permits, the Project Applicant shall pay the Project's fair share amount of $252,921 for the improvements identified in Traffic Analysis Table 1-3 at intersections located within the City, or as agreed to by the City and Project Applicant. If any analyzed intersections and roadway improvements fall outside the jurisdiction of the City, the City does not have

the authority to construct or demand the construction of such improvements. For this reason, the payment of fair-share fees for the improvements identified in this section are considered infeasible and therefore results in a significant and unavoidable impact.

Mitigation Measures

No mitigation is required.

Impact 4.15-2: Would the Project conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b)?

Level of Significance: Less Than Significant

Specific Plan – Phase I and Phase II Future Development Areas

Background

Changes to State CEQA Guidelines were adopted in December 2018, which require all lead agencies to adopt VMT as a replacement for automobile delay-based LOS as the measure for identifying transportation impacts for land use projects. This statewide mandate went into effect July 1, 2020. To aid in this transition, the Governor's OPR released a *Technical Advisory on Evaluating Transportation Impacts in CEQA* (December of 2018) (Technical Advisory). To comply with SB 743, the City developed their own VMT methodologies and thresholds (Resolution No. 2020-071), which were adopted by City Council in June 2020 (City Guidelines). The VMT analysis has been prepared based on the adopted City Guidelines.

Project Level Screening

City Guidelines state that a project may be determined to have a less than significant VMT impact and screened out of requiring a project level VMT analysis if it meets at least one of the City's VMT screening criteria. To aid in the VMT screening process and consistent with screening thresholds identified in the City Guidelines, the SBCTA VMT Screening Tool (Screening Tool) was used. The City's adopted VMT screening criteria are described in Table 1 of ***Appendix I2*** along with a determination of each screening criteria's applicability to the Project. Consistent with the screening criteria recommended in OPR's Technical Advisory, the City utilizes the following project screening thresholds[3]:

- Transit Priority Area (TPA) Screening
- Low VMT Screening
- Low Trip Generating Uses Screening
- Project Type Screening

A land use project need only meet one of the above screening thresholds to be presumed to result in a less than significant impact under CEQA, pursuant to SB 743.

[3] City of Ontario. 2020. *Vehicle Miles Travelled Analysis Thresholds for CEQA (SB 743).* https://files.ceqanet.opr.ca.gov/250356-3/attachment/DJHTFbnM6oJs9ffzDmoKkg50hBDLi_bHx9JBp5n0_NC2VsLGmits_fmVeyGhDmsCcUZAp4KRZIGaC07m0. (accessed April 2023).

The retail component within Phase I of the Project meets the Project Type screening criteria for the Local-Serving Retail as the uses in Planning Area 3A were consistent with the City Guidelines and no single structure was over 50,000 square feet. The truck/trailer component of the Project is anticipated to provide overflow or excess trailer parking for nearby warehouses and distribution centers. It is reasonable to assume that the future tenant would select a location, at least in part, as to how it affects their transportation costs. Businesses who have shipping as a significant part of their operations are sensitive to transportation costs and by extension their relative proximity to customers and suppliers. Therefore, the proposed truck storage lot is anticipated to serve nearby warehouses and distribution facilities that would be seeking to locate overflow truck/trailer storage as close as possible to the primary warehouse or distribution facility. As a result, the trips are expected to be local serving.

The remaining components of the Project did not meet the screening criteria and therefore a VMT analysis was conducted for the business park, warehouse, and residential uses.

VMT Analysis

VMT Metric and Significance Threshold

City Guidelines identify the efficiency based metric VMT per service population (i.e., population and employees) as the measure of potential impact within the City. VMT per service population is an efficiency metric that allows a project's VMT to be compared to the remainder of the City. Projects found to increase the average VMT per service population within the City may be deemed to have a significant impact. More specifically, City Guidelines identify the following impact threshold for project level VMT analyses:

- A significant impact would occur if the project VMT per service population exceeds the Citywide average VMT per service population under TOP 2050 Buildout Conditions.

The City's average VMT per service population under TOP 2050 Buildout conditions has been calculated using the TOP General Plan Buildout (2050) model. ***Table 4.15-1: Citywide VMT Per Service Population***, provides the City's Citywide average VMT per service population for General Plan Buildout (2050) conditions.

Table 4.15-1: Citywide VMT Per Service Population

Ontario	TOP 2050
Service Population	706,494
VMT	21,689,573
VMT per service population	30.70
Source: **Appendix I2**, Table 2.	

As shown in ***Table 4.15-1***, the City's VMT per service population for General Plan Buildout (2050) conditions has been calculated as **30.70 VMT per service population**.

Project Land Use Conversion

In order to estimate Project generated VMT, standard land use information such as dwelling units and building square footage must first be converted into a TOP Model compatible dataset. The TOP Model utilizes socio-economic data (SED) (e.g., population, households and employment) instead of land use information to estimate vehicle trips. The Project's land use information has been converted to SED and

input into the Project's traffic analysis zone (TAZ) 53652601 to generate the Project's VMT. ***Table 4.15-2: Project Population and Employment Estimates*****,** summarizes the SED inputs used to reflect the Project and shows the estimated Project-generated households, population, and employees.

Table 4.15-2: Project Population and Employment Estimates

	Project
Households	466
Population	1,631
Employees	1,333
Source: **Appendix I2**, Table 3.	

VMT Calculation

Origin/Destination VMT Method

The Origin/Destination (OD) method for calculating VMT sums all weekday VMT generated by trips with at least one trip end in the study area (i.e., TAZ or group of TAZ's). The OD method accounts for all trips (i.e., both passenger car and truck) and trip purposes (i.e., total VMT) and therefore provides a more complete estimate of VMT. Total VMT is divided by the Project's service population to derive the efficiency based metric VMT per service population, which is then compared to the Citywide buildout VMT per service population for purposes of identifying a potential impact.

Table 4.15-3: Project Generated Total OD VMT Per Service Population**,** presents Project generated total OD VMT and the resulting total OD VMT per service population for both Baseline (2022) and General Plan Buildout (2050) conditions. As shown in ***Table 4.15-3***, the Project would generate total OD VMT per service population below the City's adopted impact threshold for both Baseline (2022) and General Plan Buildout Year (2050) conditions. The Project's VMT analysis found the Project to be below the City's VMT per service population threshold by 1.56 percent for baseline (2022) conditions and 6.58 percent for buildout (2050) conditions.

Table 4.15-3: Project Generated Total OD VMT Per Service Population

	Baseline (2022)	General Plan Buildout Year (2050)
Population	1,631	1,631
Employment	1,333	1,333
Service Population	2,964	2,964
Total OD VMT	90,055	84,988
OD VMT per Service Population	30.22	28.68
City Threshold	30.70	30.70
Percent Below Threshold	-1.56%	-6.58%
Potentially Significant?	No	No
Source: **Appendix I2**, Table 4.		

Boundary VMT Method

City Guidelines also acknowledge that a VMT analysis should contain an evaluation of a project's cumulative effect on VMT, which can be performed using the boundary method of calculating VMT. The boundary method is the sum of all weekday VMT on the roadway network within a designated boundary (i.e., City boundary). The boundary method estimates VMT by multiplying vehicle trips on each roadway

segment within the boundary by that segment's length. This approach consists of all trips, including those trips that do not begin or end in the designated boundary. Consistent with City Guidelines, the City was used as the boundary for this assessment. In addition, as the Project is located near the southeastern edge of the City, an additional assessment of a 10-mile boundary area surrounding the Project site has also been conducted to ensure trips associated with the Project are not omitted.

Table 4.15-4: General Plan Buildout (2050) Boundary VMT Results, presents total VMT calculated using the boundary method for No Project and With Project General Plan Buildout (2050) conditions. Boundary VMT per service population is found to remain unchanged under the No Project scenario as compared to the With Project scenario for City boundary and the With Project scenario is found to decrease as compared to the No Project scenario using the 10-mile boundary.

Table 4.15-4: General Plan Buildout (2050) Boundary VMT Results

	City Boundary		10-Mile Boundary	
Scenario	**No Project**	**With Project**	**No Project**	**With Project**
Service Population	706,494	706,931	1,985,501	1,985,938
Boundary VMT	9,602,250	9,605,588	34,082,666	33,767,387
VMT per SP	13.59	13.59	17.17	17.00
Change in VMT	0.00		-0.16	
Potentially Significant?	No		No	
Source: **Appendix I2**, Table 5.				

Summary

Based on the results of this analysis the following findings are made:

- The Project, both Phase I and II, were evaluated against screening criteria as outlined in the City Guidelines. The Project's retail and truck/trailer lot was found to meet the Project Type screening criteria.
- However, the remaining components of the Project was not found to meet any available screening criteria, and a VMT analysis was performed.
- The Project's VMT analysis found the Project to be below the City's VMT per service population threshold by 1.56 percent for baseline (2022) conditions and 6.58 percent for buildout (2050) conditions.
- In addition, the Project's cumulative effect on VMT was found to not increase the City's VMT per service population with the inclusion of the Project using the City's boundary and 10-mile boundary.
- The Project is found to have a less than significant impact.

Therefore, the Project would not conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b), and less than significant impact would occur.

Conclusion

The Project would not conflict or be inconsistent with CEQA Guidelines § Section 15064.3, subdivision (b), and less than significant impact would occur.

Mitigation Measures

No mitigation is required.

Impact 4.15-3: ***Would the Project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?***

Level of Significance: Less Than Significant

Specific Plan – Phase I and Phase II Future Development Areas

Construction and Operations

The roadway improvements and installation of driveways that would be implemented during construction of the Project could require the temporary closure of travel lanes, but full roadway closure and traffic detours are not expected to be necessary. However, construction activities may temporarily restrict vehicular traffic that could increase hazards. Therefore, in order to ensure the safe passage of persons and vehicles through construction zones, the Project would be required to comply with City Municipal Code Section 7-3.07, which requires that prior to any activity that would encroach into a right-of-way, the area be safeguarded through the installation of safety devices that would be specified by the City's Engineering Department during the construction permitting process to ensure that construction activities would not increase hazards. Implementation of the Specific Plan through the City's permitting process would reduce potential construction related increases in hazards to a less than significant level. Furthermore, the Project includes driveway and intersection improvements that would be implemented as part of the Project. In addition, the Project includes improvements to allow for heavy truck access to the Project site. Conflicts have the potential to occur if: 1) there is inadequate site access or 2) there is inadequate turning radii in and out of the site. Implementation of the Specific Plan and its circulation plans would ensure avoidance of these inadequacies.

Site Access

The Project includes the construction and/or improvement of 17 driveways to and from the Project site from adjacent roadways. Exhibit 1-4 in the Traffic Analysis (***Appendix I1***) illustrates and describes access to the Project site. As previously noted in Impact 4.15-1 above, the Project's proposed circulation and off-site improvements would be constructed accordingly with Recommendations 1 through 16 listed in the Project Traffic Analysis to accommodate on-site access. Additionally, all roadway improvements would be designed consistently with the City's TOP 2050 Mobility Element programs, plans, goals and policies, and City Traffic and Transportation Guidelines, and **PPP TR-1** and **PPP TR-2**. Therefore, direct access to the Project site would not substantially increase hazards due to geometric design features or dangerous intersections and a less than significant impact would occur.

Conclusion

Buildout of the Project would result in changes to the circulation network but would not increase hazards due to design features. As noted above, no specific development is proposed at this time for the Phase II future development areas. Once development is proposed, it would conform to existing roadways design standards, preventing impacts of hazards. Impacts and potential impacts would remain less than significant.

Mitigation Measures

No mitigation is required.

Impact 4.15-4: Would the Project result in inadequate emergency access?

Level of Significance: Less Than Significant

Specific Plan – Phase I and Phase II Future Development Areas

Construction and Operations

The Project is not anticipated to result in any significant emergency access impacts during construction. During construction and long-term operation of the Project, adequate emergency access for emergency vehicles would be maintained along public streets that abut the Project site. The City, as part of its discretionary review process, reviewed the Project's application materials to ensure that appropriate emergency ingress and egress would be available to-and-from the Project site and that circulation on the Project site was adequate for emergency vehicles.

Access to the site is currently provided via multiple private driveway entrances located on Euclid Avenue, Edison Avenue, and Schaefer Avenue. The site shall be provided with an adequate number of driveways to facilitate circulation and also reduce the traffic impact along the surrounding arterials. Pedestrian crossing distances shall be minimized at driveways. All driveways and sidewalks shall be constructed per City Standards and to the satisfaction of the City Engineer. Project access is proposed via seven full access driveways and eleven potential secondary access points along Euclid, Schaefer, Edison, and Sultana Avenues. Pedestrian sidewalks would be constructed along Euclid, Schaefer, Edison, and Sultana Avenues bordering the Project site. Additionally, upon Project operations, pedestrian walkways constructed shall provide for emergency access with a minimum clearance of 26 feet wide and 14 feet of vertical clearance. Off-site connections shall be provided from the neighborhood center to the Project's residential development.

In case of an emergency, the construction manager would have assigned staff to flag emergency response vehicles and direct them to the emergency location. Unimpeded access throughout the Project site would be maintained by ensuring that vehicles would not be parked or placed in a manner that would impede access for emergency response vehicles. Project site conditions, during and after the workday, would be either maintained or left in a condition that adheres to Division of Occupational Safety and Health (OSHA) safety standards to prevent any hazardous condition that may affect construction staff and emergency responders.

Access roads to the site would be constructed throughout the Project site for construction staff/inspectors, construction equipment and materials delivery/removal, and emergency response vehicles. The access roads would be kept or maintained in such condition to allow for the safe passage for emergency response vehicles. The Project would implement both on- and off-site improvements, consistent with Recommendations 1 through 16, to ensure the safe and efficient access to the Project Site (refer to Impact 4.15-1 above). Therefore, the Project would not result in inadequate emergency access and a less than significant impact would occur.

Conclusion

As stated above, the Project would implement both on- and off-site improvements, consistent with Recommendations 1 through 16, to ensure the safe and efficient access to the Project Site (refer to Impact 4.15-1 above). As noted above, no specific development is proposed at this time for the Phase II future development areas. Once development is proposed, it would conform to existing roadways design standards, preventing impacts of hazards. Impacts and potential impacts would remain less than significant.

Mitigation Measures

No mitigation is required.

4.15.7 Cumulative Impacts

Cumulative traffic impacts are addressed in the Project Traffic Analysis (***Appendix I1***) and summarized above. The Project's contribution to operational LOS deficiencies would be fully addressed through implementing the recommended measures and providing construction or funding for the identified improvements (note that operational LOS is no longer a significant impact under CEQA per SB 743). There were no other LOS cumulative effects identified or cumulatively considerable contributions to significant cumulative impacts for the Project. The Project's VMT analysis (***Appendix I2***, summarized above) provides an analysis of the Project's cumulative impacts on VMT. Cumulative analysis is based on the Project's effect on VMT using total VMT within the City (boundary method). The Project's cumulative effect on VMT was found to not increase the City's VMT per service population with the inclusion of the Project using the City's boundary and 10-mile boundary.

Pursuant to TOP 2050, implementation of the Specific Plan would represent a consistent and logical continuation of the existing and planned pattern of development in Ontario, specifically the Ontario Ranch area. The City has long anticipated that this area would transition from dairy/agricultural to urban uses, and the Specific Plan is implementing TOP 2050.[4]

4.15.8 Significant Unavoidable Impacts

No significant unavoidable transportation impacts have been identified.

[4] City of Ontario. (2022). TOP 2050 Final Supplemental EIR. Section 5.17, Transportation. Retrieved from: https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf (accessed April 2023)

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Public Resources Code, Section 21064.3 ("'Major transit stop' means a site containing an existing rail transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods."). Retrieved from: https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=21064.3.&lawCode=PRC.

Public Resources Code, Section 21155 ("For purposes of this section, a high-quality transit corridor means a corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours."). Retrieved from: https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PRC&sectionNum=21155.&highlight=true&keyword=Transit%20Priority%20Project.

San Bernardino Associated Governments. Congestion Management Program for County of San Bernardino. County of San Bernardino: s.n., Updated June 2016

Urban Crossroads, Inc. January 2023. Euclid Mixed Use Specific Plan Traffic Analysis. (***Appendix I1***)

Urban Crossroads, Inc. December 2022. Euclid Mixed Use Specific Plan Traffic Analysis. (***Appendix I2***)

WRCOG SB 743 Implementation Pathway. 2019. https://www.fehrandpeers.com/wp-content/uploads/2019/12/WRCOG-SB743-Document-Package.pdf.

4.16 TRIBAL CULTURAL RESOURCES

4.16.1 Introduction

This section of the Draft Environmental Impact Report (EIR) evaluates the potential for implementation of the Euclid Mixed Use Specific Plan Project (Project) to impact tribal cultural resources (TCRs) in the City of Ontario (City), within San Bernardino County (County). TCRs include sites, features, cultural landscapes, sacred places, and objects with cultural value to a California Native American Tribe. Other potential impacts to prehistoric, historic, and disturbance of human remains are evaluated in ***Section 4.5: Cultural Resources***, and impacts to paleontological resources are addressed in ***Section 4.7: Geology and Soils***, of this Draft EIR.

This Section and environmental discussion use information from the following City documents:

- The Ontario Plan 2050
- City of Ontario Municipal Code
- City of Ontario TOP 2050 Final Supplemental EIR

Additionally, the following analysis is based in part on information obtained from:

- BCR Consulting LLC (BCR). April 2023. Cultural Resources Assessment Euclid Mixed Use Specific Plan Project, City of Ontario, San Bernardino County, California. (**Appendix D1**)

4.16.2 Environmental Setting

Existing Conditions

The 84.1-acre Project area is bounded by Schaefer Avenue on the north, Sultana Avenue on the east, Edison Avenue on the south, and Euclid Avenue on the west, in the City of Ontario, San Bernardino County (County), California. The Project area consists of 18 parcels, identified as Assessor's Parcel Numbers (APNs) 1053-071-01, -02, -03, -04; 1053-211-01, -02, -05; 1053-281-01, -02, -03, -04, -05, -07, -08; 1053-081-01, -02, -03, -04. Existing uses surrounding the Project area are similar to those on the site. Ongoing crop farming is located to the north of the Project area and a vacant property that was a former dairy farm is located to the east of the site. The property to the south is currently utilized for residential, farming, or trucking related uses. North across Schaefer Avenue is an existing dairy farm; south across Edison Avenue is an existing trucking facility; east across Sultana Avenue is vacant land and an existing trucking facility; west across Euclid Avenue is the City of Chino with existing commercial and residential uses and a truck/trailer storage.

Ethnography[1]

The earliest inhabitants of the Ontario region lived in the region on a seasonal basis approximately 10,000 years ago. Later, permanent settlements formed along streams and creeks as populations used newer

[1] City of Ontario. 2022. *TOP 2050 Final Supplemental EIR, Section 5.18, Tribal Cultural Resources*. https://files.ceqanet.opr.ca.gov/271618-2/attachment/eWuGwlyBRUCdOW7ZaCm4H1mV0w8mPGsss0XHvAPaJ8sKEtqYcqdQkAGVxgSCOnxC8eoq7OlGLj0AWg4X0. (accessed May 2023).

technologies and food resources. By 2,000 years ago, the Tongva (or Gabrielino), a group of Uto-Aztecan, Takic-speaking people, used both the coastal and inland areas on a seasonal basis. The Tongva Native Americans were intensive hunter-gatherers, gathering a variety of wild plants in the desert, mountains, and coastal areas. The Tongva are believed to have been one of the most populous and wealthy Native American tribes in southern California prior to European contact. They lived in villages that ranged from 50 to 200 inhabitants, each village owning in common the area surrounding the village. Kinship was organized by groups, with each group composed of several related families.

By the 1700s, local Native Americans in southern California had contact with Europeans. One of the earliest known records of this contact is based on Father Garcés' trip from the Mojave Desert to the coast of California through the Cajon Pass. In 1771, the Spanish established Mission San Gabriel Arcangel about 40 miles west of the area later known as the City of Ontario. Following the Spanish custom of naming local Native American tribes after nearby missions, the Tongva were called Gabrielino. At its peak, Mission San Gabriel furnished food and supplies to settlements and other missions throughout California. By the end of the century, the Gabrielino population significantly declined due to diseases introduced by Europeans. The Gabrielino people fragmented as individuals succumbed to Spanish control, fled the region, or died. However, in late 20th century there was a revival of Gabrielino culture.

4.16.3 Regulatory Setting

Federal

Archaeological Resources Protection Act

The Archaeological Resources Protection Act of 1979 regulates the protection of archaeological resources and sites that are on federal lands and Indian lands.

Native American Graves Protection and Repatriation Act of 1990

The Native American Graves Protection and Repatriation Act of 1990 sets provisions for the intentional removal and inadvertent discovery of human remains and other cultural items from federal and tribal lands. It clarifies the ownership of human remains and sets forth a process for repatriation of human remains, associated funerary objects, and sacred religious objects to the Native American groups claiming to be lineal descendants or culturally affiliated with the remains or objects. It requires any federally funded institution housing Native American remains or artifacts to compile an inventory of all cultural items within the museum or with its agency and to provide a summary to any Native American tribe claiming affiliation.

State

California Environmental Quality Act (CEQA)

California public agencies must consider the effects of their actions on both "historical resources" and "unique archaeological resources." Pursuant to Public Resources Code (PRC) Section 21084.1, a "project that may cause a substantial adverse change in the significance of a historical resource is a project that may have a significant effect on the environment." PRC Section 21083.2 additionally requires agencies to determine whether proposed projects would have effects on "unique archaeological resources."

"Historical resource" is a term with a defined statutory meaning. Under California Code of Regulations (CCR), Title 14, Chapter 3 (CEQA Guidelines, Section 15064.5(a)) "historical resource" includes the following:

- A resource listed in or determined to be eligible by the State Historical Resources Commission (SHRC), for listing in the California Register of Historical Resource (CRHR), (PRC Section 5024.1 and Title 14 CCR, Section 4850 et seq.).
- A resource included in a local register of historical resources, as defined in Section 5020.1(k) of the PRC, or identified as significant in a historical resource survey meeting the requirements of Section 5024.1(g) of the PRC, shall be presumed to be historically or culturally significant. Public agencies must treat any such resource as significant unless the preponderance of evidence demonstrates that it is not historically or culturally significant.
- Any object, building, structure, site, area, place, record, or manuscript which a lead agency determines to be historically significant or significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California may be considered to be a historical resource, provided the lead agency's determination is supported by substantial evidence in light of the whole record. Generally, a resource shall be considered by the lead agency to be "historically significant" if the resource meets the criteria for listing on the CRHR (PRC Section 5024.1 and Title 14 CCR Section 4852) including the following:
    - Criterion 1 - Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;
    - Criterion 2 - Is associated with the lives of persons important in our past;
    - Criterion 3 - Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or
    - Criterion 4 - Has yielded, or may be likely to yield, information important in prehistory or history.
- The fact that a resource is not listed in, or determined to be eligible for listing in the CRHR, not included in a local register of historical resources (pursuant to Section 5020.1(k) of the PRC), or identified in an historical resources survey (meeting the criteria in Section 5024.1(g) of the PRC) does not preclude a lead agency from determining that the resource may be an historical resource as defined in PRC Sections 5020.1(j) or 5024.1.

CEQA addresses significant impacts to historical resources. "A project with an effect that may cause a substantial adverse change in the significance of a historical resource is a project that may have a significant effect on the environment. Substantial adverse change in the significance of a historical resource means physical demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of a historical resource would be materially impaired." (State CEQA Guidelines Section 15064.5(b)(1)).

CEQA also requires agencies to consider whether projects will affect "unique archaeological resources." PRC Section 21083.2, subdivision (g), states that "'unique archaeological resources' means an

archaeological artifact, object, or site about which it can be clearly demonstrated that, without merely adding to the current body of knowledge, there is a high probability that it meets any of the following criteria:

1. Contains information needed to answer important scientific research questions and that there is a demonstrable public interest in that information.
2. Has a special and particular quality such as being the oldest of its type or the best available example of its type.
3. Is directly associated with a scientifically recognized, important prehistoric or historic event or person."

Senate Bill 18

Senate Bill (SB) 18, effective September 2004, requires a local government to notify and consult with California Native American tribes when the local government is considering adoption or amendment of a general plan or a specific plan. SB 18 provides California Native American tribes an opportunity to participate in local land use decisions at an early stage of planning, for the purpose of protecting or mitigating impacts to cultural places. Prior to adoption or amendment of a general plan or a specific plan, a local government must refer the proposed action to those tribes that are on the Native American Heritage Commission (NAHC) contact list and have traditional lands located within the city's or county's jurisdiction. The referral must allow a 45-day comment period pursuant to Government Code Section 65352(b).

SB 18 (Chapter 905 of the 2004 statutes) says, in pertinent parts:

Section 1(b): In recognition of California Native American tribal sovereignty and the unique relationship between California local governments and California tribal governments, it is the intent of the Legislature, in enacting this act, to accomplish all of the following:

1. *Recognize that California Native American prehistoric, archaeological, cultural, spiritual, and ceremonial places are essential elements in tribal cultural traditions, heritages, and identities.*
2. *Establish meaningful consultations between California Native American tribal governments and California local governments at the earliest possible point in the local government land use planning process so that these places can be identified and considered.*
3. *Establish government-to-government consultations regarding potential means to preserve those places, determine the level of necessary confidentiality of their specific location, and develop proper treatment and management plans.*
4. *Ensure that local and tribal governments have information available early in the land use planning process to avoid potential conflicts over the preservation of California Native American prehistoric, archaeological, cultural, spiritual, and ceremonial places.*
5. *Enable California Native American tribes to manage and act as caretakers of California Native prehistoric, archaeological, cultural, spiritual, and ceremonial places.*

6. *Encourage local governments to consider preservation of California Native American prehistoric, archaeological, cultural, spiritual, and ceremonial places in their land use planning processes by placing them in open space.*
7. *Encourage local governments to consider the cultural aspects of California Native American prehistoric, archaeological, cultural, spiritual, and ceremonial places early in land use planning processes."*

And:

Section 65352.3 of the Government Code is as follows:

a) *(1) Prior to the adoption or any amendment of a city or county's general plan, proposed on or after March 1, 2005, the city or county shall conduct consultations with California Native American tribes that are on the contact list maintained by the Native American Heritage Commission (NAHC) for the purpose of preserving or mitigating impacts to places, features, and objects described in Sections 5097.9 and 5097.995 of the PRC that are located within the city or county's jurisdiction. (2) From the date on which a California Native American tribe is contacted by a city or county pursuant to this subdivision, the tribe has 90 days in which to request a consultation, unless a shorter timeframe has been agreed to by that tribe.*
b) *Consistent with the guidelines developed and adopted by the Office of Planning and Research pursuant to Section 65040.2, the city or county shall protect the confidentiality of information concerning the specific identity, location, character, and use of those places, features, and objects."*

Assembly Bill 52

The Native American Historic Resource Protection Act (Assembly Bill [AB] 52) took effect July 1, 2015, and incorporates tribal consultation and analysis of impacts to TCRs into the CEQA process. It requires TCRs to be analyzed like any other CEQA topic and establishes a consultation process for lead agencies and California tribes. Projects that require a Notice of Preparation of an EIR or Notice of Intent to adopt a ND or MND are subject to AB 52. A significant impact on a TCR is considered a significant environmental impact, requiring feasible mitigation measures.

TCRs must have certain characteristics:

1. Sites, features, places, cultural landscapes (must be geographically defined), sacred places, and objects with cultural value to a California Native American tribe that are either included or determined to be eligible for inclusion in the California Register of Historic Resources or included in a local register of historical resources. (PRC Section 21074(a)(1))
2. The lead agency, supported by substantial evidence, chooses to treat the resource as a TCR. (PRC Section 21074(a)(2))

The first category requires that the TCR qualify as a historical resource according to PRC Section 5024.1. The second category gives the lead agency discretion to qualify that resource—under the conditions that

it supports its determination with substantial evidence and considers the resource's significance to a California tribe. The following is a brief outline of the process (PRC Section 21080.3.1–3.3).

1. A California Native American tribe asks agencies in the geographic area with which it is traditionally and culturally affiliated to be notified about projects. Tribes must ask in writing.
2. Within 14 days of deciding to undertake a project or determining that a project application is complete, the lead agency must provide formal written notification to all tribes who have requested it.
3. A tribe must respond within 30 days of receiving the notification if it wishes to engage in consultation.
4. The lead agency must initiate consultation within 30 days of receiving the request from the tribe.
5. Consultation concludes when both parties have agreed on measures to mitigate or avoid a significant effect to a TCR, or a party, after a reasonable effort in good faith, decides that mutual agreement cannot be reached.
6. Regardless of the outcome of consultation, the CEQA document must disclose significant impacts on TCRs and discuss feasible alternatives or mitigation that avoid or lessen the impact.

California Health and Safety Code

California Health and Safety Code Section 7050.5, states that every person who knowingly mutilates or disinters, wantonly disturbs, or willfully removes any human remains in or from any location other than a dedicated cemetery without authority of law is guilty of a misdemeanor, except as provided in Section 5097.99 of the Public Resources Code. In the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county in which the human remains are discovered has determined, in accordance with Chapter 10 (commencing with Section 27460) of Part 3 of Division 2 of Title 3 of the Government Code, that the remains are not subject to the provisions of Section 27491 of the Government Code or any other related provisions of law concerning investigation of the circumstances, manner and cause of any death, and the recommendations concerning the treatment and disposition of the human remains have been made to the person responsible for the excavation, or to his or her authorized representative, in the manner provided in Section 5097.98 of the Public Resources Code. The coroner shall make his or her determination within two working days from the time the person responsible for the excavation, or his or her authorized representative, notifies the coroner of the discovery or recognition of the human remains. If the coroner determines that the remains are not subject to his or her authority and if the coroner recognizes the human remains to be those of a Native American or has reason to believe that they are those of a Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission.

Local

City of Ontario General Plan – The Ontario Plan 2050

The Ontario Plan (TOP) 2050 Community Design Element articulates design qualities that will create locally and regionally significant places and utilizes community design to help achieve the Vision in the areas of economic development, land use, housing, community health, infrastructure, and transportation. Included in TOP 2050 is the Policy Plan, which is a framework that would guide the City's future growth through the application of policies and goals. The following goals of TOP 2050 relate to tribal cultural resources.

The following policies contained in the Community Design Element are relevant to the Project:

Community Design Element[2]

Goal CD-4 **Historic buildings, streets, landscapes, and neighborhoods, as well as the story of Ontario's people, businesses, and social and community organizations, have been preserved and serve as a focal point for civic pride and identity.**

Policy CD4-1 **Cultural Resource Management.** We update and maintain an inventory of historic sites and buildings, professional collections, artifacts, manuscripts, photographs, documents, maps, and other archives.

Policy CD-4.2 **Collaboration with Property Owners and Developers.** We educate and collaborate with property owners and developers to implement strategies and best practices that preserve the character of our historic buildings, streetscapes, and unique neighborhoods.

Policy CD-4.3 **Collaboration with Outside Agencies.** We pursue opportunities to team with other agencies, local organizations, and nonprofits in order to preserve and promote Ontario's heritage.

Policy CD-4.6 **Promotion of Public Involvement in Preservation.** We engage in programs to publicize and promote the City's and the public's involvement in preservation efforts.

Policy CD-4.7 **Public Outreach.** We provide opportunities for our residents to research and learn about the history of Ontario through the Planning Department, the Ontario Museum of History and Art, and the Robert E. Ellingwood Model Colony History Room.

4.16.4 Impact Thresholds and Significance Criteria

State CEQA Guidelines Appendix G contains the Environmental Checklist Form, which includes questions concerning tribal cultural resources. The questions presented in the Environmental Checklist Form have been utilized as significance criteria in this section. Accordingly, the Project would have a significant effect on the environment if it would:

[2] City of Ontario. (2022). *TOP 2050, Community Design Element*. https://www.ontarioca.gov/about-ontario-ontario-plan-policy-plan/community-design. (accessed January 2023).

- Cause a substantial adverse change in the significance of a TCR, defined in PRC Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:
    - Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in PRC Section 5020.1(k), or
    - A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of PRC Section 5024.1. In applying the criteria set forth in subdivision (c) of PRC 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

Methodology

The Project is evaluated against the significance criteria/thresholds as the basis for determining the impact's level of significance concerning TCRs. This analysis considers the existing regulatory framework (i.e., laws, ordinances, regulations, and standards) that avoid or reduce the potentially significant environmental impacts. Where significant impacts remain despite compliance with the regulatory framework, feasible mitigation measures are recommended, to avoid or reduce the potentially significant environmental impacts.

Native American Outreach and Background Research

BCR requested a search of the Sacred Lands File (SLF) from the NAHC in November 2022. The NAHC responded on November 15, 2022, stating that there are no known sacred lands within a one-mile radius of the Project area. The NAHC requested that 21 individuals from 8 Native American tribes be contacted for further information regarding the general vicinity.

Formal Consultation – Native American Outreach and Background Research

As part of the current CEQA process for the Project site, the City initiated formal tribal consultation under AB 52 and SB 18. City staff requested an updated SB 18 tribal consultation list from the NAHC on August 24, 2022. Tribal consultation letters were sent to the Native American Tribes in March 2023. It should be noted that the approved Native American lists for SB 18 and AB 52 consultations are not the same as the tribes and individuals identified on NAHC's SLF list. The following Tribes were notified:

SB 18 Consultation

- Gabrieliño Band of Mission Indians
- Gabrieliño/Tongva San Gabriel Band of Mission Indians
- Gabrieliño Tongva Indians of California Tribal Council
- Gabrieliño/Tongva Nation
- Gabrieliño-Tongva Tribe
- Morongo Band of Mission Indians

- San Fernando Band of Mission Indians
- San Manuel Band of Mission Indians
- Serrano Nation of Mission Indians
- Soboba Band of Luiseño Indians

AB 52 Consultation

- Gabrieliño Band of Mission Indians
- Gabrieliño/Tongva San Gabriel Band of Mission Indians
- San Manuel Band of Mission Indians
- Soboba Band of Luiseño Indians

Yuhaaviatam of San Manuel Nation (formerly known as the San Manuel Band of Mission Indians) responded March 15, 2023, indicating the Project is outside of the Tribes ancestral territory and, as such, the tribe did not elect to consult. Additionally, Gabrieleno Band of Mission Indians – Kizh Nation responded March 29, 2023, stating that the Tribe agrees with the Specific and requests consultation for all future projects within this location. No other responses have been received.

4.16.5 Plans, Programs, and Policies

PPP TCR-1 The Project is required to comply with State CEQA Guidelines Section 15064.5, PRC Sections 21083.2 and 5097.9, and Health and Safety Code (HSC) Section 7050.5, to properly recover and evaluate any TCRs, if encountered.

4.16.6 Impacts and Mitigation Measures

Impact 4.16-1 ***Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code § 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:***

i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code 5020.1(k), or

ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code § 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code § 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

Level of Significance: Less Than Significant with Mitigation Incorporated

Specific Plan – Phase I and Phase II Future Development Areas

Construction and Operations

As previously stated, TCRs are sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe that is either eligible or listed in the CRHR or local register of historical resources, or determined by the lead agency to be significant to a California Native American tribe pursuant to criteria set forth in subdivision (c) of PRC Section 5024.1 (PRC Section 21074). Conducting consultation early in the CEQA process allows tribal governments, public lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to TCRs, and reduce the potential for delay in the environmental review process. The intent of consultation is to provide an opportunity for interested, affiliated Native American tribes to collaborate with the City during the project approval process to identify and protect TCRs.

Sacred Lands File Search

As stated, a SLF search was conducted through the NAHC to determine if any sacred lands or traditional cultural properties on file with the NAHC were within or near the Project site. The NAHC's SLF record search found no record of sacred lands on or within one mile of the Project site (see ***Appendix D***).

Tribal Consultation

In accordance with SB 18 and AB 52, the City sent Tribal consultation letters to the Native American Tribes in March 2023. Yuhaaviatam of San Manuel Nation (formerly known as the San Manuel Band of Mission Indians) responded, indicating the Project is outside of the Tribes ancestral territory and, as such, the Tribe did not elect to consult. Additionally, Gabrieleno Band of Mission Indians – Kizh Nation responded, stating that the Tribe agrees with the Specific and requests consultation for all future projects within this location. No other responses have been received.

Conclusion

As stated above, no TCRs were identified within the Project area. However, impacts to cultural resources, including TRCs, are considered potentially significant and mitigation measures are required to ensure the proper treatment of undiscovered cultural resources that may be encountered during grading. As discussed in ***Section 4.5: Cultural Resources***, the application of mitigation measures **MM CUL-6** and **MM CUL-7** below requiring Cultural Awareness training for all construction and field personnel and ensure the proper treatment of undiscovered resources that may be encountered during grading would reduce the impacts to less than significant levels.

Mitigation Measures

Refer to ***Section 4.5: Cultural Resources*** for **MM CUL-6** and **MM CUL-7**.

4.16.7 Cumulative Impacts

Cumulative impacts to TCRs would occur when the impacts of the Project, in conjunction with other projects and development in the region, result in multiple and/or cumulative impacts to TCRs in the

Ontario Ranch area. The cultural records search and pedestrian survey did not identify any resources that could potentially be TCRs, and no sacred lands are on file with the NAHC within or adjacent to the Project site. Through tribal consultation, no TCRs or concerns about potential TCRs were identified. Each future Project considered for approval by the City would be required to do its own consultation and include mitigation measures to protect resources if they are uncovered during grading activities. The Project would not combine with other projects in the region to create a cumulative impact to TCRs. Therefore, cumulative impacts to TCRs would be less than significant.

4.16.8 Significant Unavoidable Impacts

No significant unavoidable impacts have been identified.

4.16.9 References

BCR Consulting LLC. April 2023. *Cultural Resources Assessment Euclid Mixed Use Specific Plan Project*, City of Ontario, San Bernardino County, California.

City of Ontario. 2022. *TOP 2050 Final Supplemental EIR, Section 5.18, Tribal Cultural Resources*. https://files.ceqanet.opr.ca.gov/271618-2/attachment/eWuGwlyBRUCdOW7ZaCm4H1mV0w8mPGsss0XHvAPaJ8sKEtqYcqdQkAGVxgSCOnxC8eoq7OlGLj0AWg4X0.

4.17 UTILITIES AND SERVICE SYSTEMS

4.17.1 Introduction

This section of the Draft Environmental Impact Report (EIR) discusses the current conditions for utility providers, including water, wastewater, stormwater, solid waste, electricity, and natural gas services, and the Euclid Mixed Use Specific Plan Project (Project) effects on these providers, for the City of Ontario (City).

This Section and environmental discussion use information from the following City documents:

- The Ontario Plan 2050
- City of Ontario Municipal Code
- City of Ontario TOP 2050 Final Supplemental EIR

The following analysis in this section is based, in part, on service provider questionnaire responses and the following technical study information obtained from:

- JLC Engineering & Consulting Inc. March 2023. *Hydrology & Hydraulic Report for Euclid Mixed Use Specific Plan.* (***Appendix G1***)
- JLC Engineering & Consulting Inc. March 2023. *Preliminary Water Quality Plan for the Euclid Mixed Use Specific Plan*. (***Appendix G2***)
- Ontario Municipal Utilities Company. May 2023. *Water Supply Assessment and Written Verification of Sufficient Water Supply for the Euclid Mixed Use Specific Plan (File No. PSP22-001).* (***Appendix J***)

4.17.2 Environmental Setting

Existing Conditions

The Project site is located within the City of Ontario Master Drainage Plan (MDP) Area XIV and proposes to construct several MDP storm drain facilities. The MDP Area XIV is approximately bounded by Riverside Drive to the north, between Bon View Avenue and Grove Avenue to the east, Merrill Avenue to the south, and Euclid Avenue to the west. The Project site is bounded by Schaefer Avenue to the north, Euclid Avenue to the west, Edison Avenue to the south, and Sultana Avenue to the east (refer to ***Figure 3-2: Local Vicinity Map***).

Water Supply[1]

The Ontario Municipal Utilities Company (OMUC) provides water service to residents, businesses, and other users in the City, including the Project site. Two small areas in the north central and northeastern sections of the City are served by the Cucamonga Valley Water District (CVWD). As of 2020, OMUC

[1] City of Ontario. 2021. *Final 2020 Urban Water Management Plan*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Municipal-Utilities-Company/FINAL%20City%20of%20Ontario%202020%20UWMP.pdf. (accessed May 2023).

provided water to a population of approximately 178,409 people.[2] The primary source of water is groundwater from Chino Groundwater Basin (Chino Basin). Other water supplies include treated groundwater from the Chino Basin Desalter Authority (CDA), recycled water from Inland Empire Utilities Agency (IEUA), imported water from the Water Facilities Authority (WFA), and purchased water from the San Antonio Water Company (SAWCo).

The City has already inactivated several wells (Well 3, 4, 9, 15, 31, 35, and 50) due to high nitrate and perchlorate concentrations detected above the maximum contaminant levels (MCL). Well 34 was removed from service due to Trichloropropane (TCP) water quality issues. The operations of Wells 44 and 52 are limited due to the migration of the bacterial groundwater plume when these wells are used too frequently. Well 25 was taken out of service due to a Perfluorooctanoic acid (PFOA) detection, which was below the PFOA interim notification level. The impact on supply due to the closure of these wells is minimized by constructing replacement wells at other locations where contaminant levels are low and constructing wellhead treatment facilities.[3]

Total potable and recycled water demand within the OMUC service area averaged 39,374 acre-feet per year (AFY) between 2015 and 2020.[4] Actual water supplies provided to the City for the year 2020 are summarized in ***Table 4.17-1: Water Supplies Summary***. Potable water demands averaged 32,109 AFY and recycled water demands averaged 7,812 AFY. Over the past ten years, the City's total water demands (including potable and recycled water demands) have ranged from 36,036 AFY to 45,196 AFY, with an average of 40,831 AFY. In addition, the City recently experienced a five-consecutive-year-drought within its service area from fiscal year (FY) 2011-12 to FY 2015-16. Throughout this consecutive dry year period, the City's annual water production ranged from 42,603 AFY (2012) to 36,036 AFY (2016), with an average of approximately 41,558 AFY. In the City's Single-Dry year, annual water production was 43,346 AFY. In 2020, the City's total demand was 39,921 AFY. The total water supply (potable and non-potable) demands in the year 2045 are projected to be 73,668 AFY. Potable water demands are projected to be 57,609 AFY and recycled water demands are projected to be 16,059 AFY.

Table 4.17-1: Water Supplies Summary

Water Supplier	Water Source	Amount (AFY)
City of Ontario	Groundwater	18,395
Chino Basin Desalter Authority (CDA)	Purchased/ Imported Water	6,636
Water Facilities Authority (WFA)	Purchased/ Imported Water	6,513
San Antonio Water Company (SAWC)	Purchased/ Imported Water	565
	Potable Water Subtotal	***32,109***
Inland Empire Utilities Agency (IEUA) – Agriculture Deliveries	Recycled Water	7,812
	Total	**39,921**

Source: City of Ontario, 2021. *2020 Urban Water Management Plan. Figure 2 – Historical Water Use by Source, page 6-3*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Municipal-Utilities-Company/FINAL%20City%20of%20Ontario%202020%20UWMP.pdf. (accessed April 2023).
AFY = Acre-feet per year

[2] Ibid. *Page 3-1*.
[3] Ibid, page 7-5.
[4] Ibid, page 8-22.

Refer to the Water Supply Assessment (WSA) for the Project (see ***Appendix J: Water Supply Assessment***) for a more detailed description of water supplies in the City.

The passage of Senate Bill (SB) X7-7 (also known as the Water Conservation Act of 2009) resulted in increased efforts to reduce potable water usage by requiring all California urban water suppliers to achieve a 20 percent reduction in demands (from a historical baseline) by 2020. Using a 10-year base period of 1995 to 2004, the City's baseline water usage is 245 gallons per capita per day (GPCD). The City's actual water use rate during FY 2019-20 was 161 GPCD which is a decrease of up to 103 GPCD from the recent historical water use. The 2020 target was 196 GPCD.[5]

It is required that every urban water supplier assess the reliability to provide water service to its customers under normal, single dry, and multiple dry years. As discussed in the City's 2020 Urban Water Management Plan (UWMP), the City is capable of meeting the water demands of its customers in normal, single dry, and multiple dry years between 2020 and 2045.

The Project site is currently used for agricultural land use, including dairy operations and field crops. The site is not connected to the City's water supply and utilizes groundwater for irrigation of crops and other agricultural related uses.

Site Hydrology

The Project site slopes gently from the northeast to the southwest and south. Drainage appears to flow south and southwest. Site elevations range from approximately 730 feet above mean sea level in the northeast portion of the site to approximately 690 feet above msl in the southwest portion of the site.

Storm drain systems to serve the Project site would be installed according to the City of Ontario Storm Drain (see ***Section 3.0: Project Description***, ***Figure 3-17: City of Ontario Ultimate Sewer System***). Currently, there are no City domestic storm drain trunk lines in the Project vicinity. The extension of City master planned storm drain infrastructure is being developed within the western portion of Ontario Ranch. The Project is responsible to provide storm drains to serve future development and would construct a 90-inch line in Euclid Avenue along the western perimeter of the Project site, a 48-inch to 90-inch line in Schaefer Avenue along the northern perimeter of the Project site, and a 78-inch to 96-inch line in Edison Avenue along the southern perimeter of the Project site. Additionally, the Project would construct a 102-inch trunk line in Euclid Avenue south to connect to the existing 108-inch line at Euclid Avenue and Eucalyptus Avenue.

Catch basins located throughout the site would collect runoff. On-site storm drain systems serving the Project site would connect to the master planned system in Euclid Avenue to serve the Project site development. The Project site storm drain improvements are shown in ***Section 3.0: Project Description***, ***Figure 3-20: Storm Drain Plan*** and ***Figure 3-21: City of Ontario Ultimate Storm Drain System***.

According to the Geotechnical Investigation conducted for the Project (***Appendix E: Geotechnical Reports***), groundwater was not encountered during the investigation. Based on the available data and the

[5] Ibid, page 4-11.

findings of the investigation, the historical high groundwater level and the current groundwater level is estimated to be deeper than 137 feet below ground surface. Groundwater is not expected to be encountered during Project construction. It should be noted that the groundwater level could vary depending upon the seasonal precipitation and possible groundwater pumping activity in each site vicinity. Perched water layers at depth may be present locally, particularly following high precipitation and irrigation events.

Potable and Recycled Water

The City's existing domestic water system consists of the following:

- 5 primary pressure zones (Zone 925, 1010, 1074, 1212, and 1348)
- Over 2.8 million feet (546 miles) of transmission and distribution pipe, 2-inches through 42- inches in diameter
- 6,811 fire hydrants
- 12 reservoirs with a total volume of 75 million gallons
- 4 active booster pump stations, 1 inactive booster pump station
- 16 pressure reducing stations
- 5 inter-agency connections
- 2 Connections to WFA
- 2 Connections to CDA

The existing water service area includes only a very small portion of Ontario Ranch (OR); Edenglen by Brookfield Homes (located south of Riverside Drive, east of Mill Creek Avenue), and Colony High School (located south of Riverside Drive and west of Mill Creek Avenue). The majority of the existing residents and businesses of OR use private groundwater wells for their water supply.

OMUC will provide potable and recycled water service to the Project. City Ordinance No. 2689 requires all new development to connect to, and use recycled water for all approved uses, including but not limited to landscape irrigation (codified in City Municipal Code Sections 6-8.7 to 6-8.279). OMUC serves at least 41,539 potable water connections and 521 non-potable connections and the total potable water demand in CY 2022 in the OMUC service area was approximately 31,130 acre-feet (AF) and the recycled water demand was 10,066.4 AF. OMUC purchases recycled water supplies from IEUA. IEUA treats the City's wastewater at its four regional wastewater reclamation plants. IEUA provides wastewater treatment services to seven Contracting Agencies, including the City of Ontario. OMUC has been using recycled water produced by IEUA since 1972. Currently, recycled water is used in the City for agricultural irrigation, landscape irrigation, golf course irrigation, and industrial purposes.

Wastewater Conveyance

The City is divided into two distinct areas, Old Model Colony (OMC) and New Model Colony, now known as Ontario Ranch (OR). The two areas are generally divided by Riverside Drive. OMC consists of existing residential, commercial, and industrial developments. It comprises approximately 36 square miles. OR is

an agricultural area that was annexed to the City in 1999. It is approximately 13 square miles and currently consists of primarily agricultural land.

The existing OMC sewer collection system is made up of a network of gravity sewers, pump stations, and force mains. The gravity system consists of approximately 365.7 miles of pipe and 7,582 manholes and cleanouts. The system also includes three pump stations and 11,588 feet of associated force mains. The total existing average sewer load for OMC is estimated at 18.75 million gallons per day (mgd). With an existing population of 174,536 persons, this is equivalent to approximately 107 gallons per day (gpd) per person.

The ultimate sewer collection system would include service to OR. The Project is in the OR and no sewer lines currently run in the vicinity of the Project site. Approximately 140,000 feet of additional trunk sewer would be added to the City's system in OR, ranging in size from 12-inches to 36-inches. It would be financially infeasible for residential development to bear the cost of infrastructure improvements required to support a residential development.

Wastewater Treatment

Regional wastewater services are provided to the City and its neighboring agencies by the IEUA. Several regional trunk sewers collect sewage generated in the City and transport it to IEUA's Regional Plant No. 1 (RP-1) and Regional Plant No. 5 (RP-5) for treatment. RP-1, located south of the Pomona Freeway (SR-60) and west of Cucamonga Creek, has been in operation since 1948 and has a current capacity of 44 mgd. RP-1 also serves the cities of Rancho Cucamonga, Upland, Montclair, Fontana, and portions of unincorporated San Bernardino County (County). The RP-1 plant treats an average influent wastewater flow of approximately 28 mgd. The City's sewer service area is divided into eight sewer sheds, primarily based on the outlet points where the City's system ties into the IEUA downstream facility. Ontario Ranch is located in Sewer shed 8. See ***Figure 3-16: Recycled Water Plan*** for further detail.

IEUA began operation of RP-5 in March 2004. RP-5 is located in the City of Chino at the southeast corner of Kimball Avenue and El Prado Road. Sewage generated in the OR, as well as the wastewater flows diverted from the OMC sewer pump station tributary areas are treated at RP-5. The plant has a wastewater treatment capacity of 15 mgd and treats an average influent wastewater flow of approximately nine mgd.

IEUA had originally planned to bypass an average flow of up to 20 mgd from RP-1 to RP-5 via the OR sewer system and Kimball Interceptor Sewer located on Kimball Avenue west of Baker Street. The first OR sewer constructed (Eastern Trunk Sewer) was designed to carry nine mgd of bypass flow from RP-1. Currently, IEUA does not expect to pursue the remaining 11 mgd bypass capacity in the OR sewer system.

Groundwater from the Chino Basin is directly pumped by the City into its distribution system or is treated through an ion-exchange facility located at John Galvin Park before pumping it into the distribution system. The CDA desalters, Chino I and Chino II Desalters, consist of groundwater extraction wells connected to pumps and pipelines that direct water to advanced treatment facilities. The final product is a high-quality drinking water.

The City requires all new development in Ontario Ranch to connect to and use recycled water for all approved uses, including but not limited to landscape irrigation. Currently there are no City owned recycled water mains or City recycled water infrastructure in the Project vicinity. However, there is an existing 30-inch IEUA recycled water main in Eucalyptus Avenue south of the Project site. The Project applicant is responsible to provide recycled water service to serve future development and would construct a 12-inch line along the perimeter of the Project site. The Project would extend the 12-inch line in Euclid Avenue south to connect to the existing line in Eucalyptus Avenue. See ***Section 3.0: Project Description***, ***Figure 3-16: Recycled Water Plan*** for further detail.

The 12-inch line in Sultana Avenue may be reduced to an 8-inch line if the development to the east is required to provide individual meters to serve future development.

Local Drainage

The City presently owns and maintains over 136 miles of storm drains, mostly serving the OMC area of the City. In addition to the City-owned storm drains there are the State-owned storm drains along Caltrans' Interstate 10 (I-10) and State Route 60 (SR 60) corridors. All the City-owned and State-owned facilities drain to a number of regional backbone facilities owned and operated by San Bernardino County Flood Control District (SBCFCD) that are tributary to the U.S. Army Corps of Engineers' (USACE) Prado Flood Control Basin.

The City lies in the western portion of the Santa Ana River's watershed, upstream of the Prado Flood Control Basin. It is in a 277-square-mile area referred to as Zone 1 by SBCFCD. Zone 1 generally slopes towards the south. Four major regional channel systems traverse Zone 1 in a north-south direction; they include San Antonio Channel, Cucamonga Channel, Day Creek Channel and San Sevaine Channel.

Solid Waste Collection

The City collects solid waste from residential, commercial, and industrial facilities. Customers are provided with a refuse container, a commingled recycling container, and a green waste container. City waste trucks collect recycling, green waste, and trash. Each truck contains one type of material, which is then recycled/disposed of appropriately. Computers, televisions, and other electronic waste are recycled free of charge at Ontario's Household Hazardous Waste Facility located at 1430 S. Cucamonga Avenue.

Currently, the Project site is served primarily by the Badlands Sanitary and El Sobrante Landfills but may also be served by the Mid-Valley Sanitary Landfill, Olinda Alpha Landfill, and Simi Valley Landfill and Recycling Center. Badlands Landfill is owned and operated by the Riverside County Department of Waste Resources, and the El Sobrante Landfill is owned and operated by USA Waste of California, a subsidiary of Waste Management, Inc.

According to 2019 data (most recent data available) from the California Department of Resources Recycling and Recovery (CalRecycle), 97 percent of solid waste collected from the City was taken to the Badlands and El Sobrante Landfills described in ***Table 4.17-2: Landfills Serving Ontario***.

Table 4.17-2: Landfills Serving Ontario

Landfill	Remaining Capacity (million cubic yards)	Maximum Permitted Capacity (million cubic yards)	Maximum Permitted Throughput (tons per day)	Average Daily Disposal (2019)[1] (tons)	Estimated Closing Date
Badlands Sanitary Landfill 31125 Ironwood Avenue Moreno Valley, CA 92555	7,800,000	82,300,000	5,000	2,139	1/1/2059
El Sobrante Landfill 10910 Dawson Canyon Rd Corona, CA 91719	143,977,170	209,910,000	16,054	10,855	1/1/2051
Total	159.7	244.3	20,854	12,994	-

Source: CalRecycle. 2023. *SWIS Facility/Site Activity Details- El Sobrante Landfill.* https://www2.calrecycle.ca.gov/SolidWaste/SiteActivity/Details/2280?siteID=2402. (accessed April 2023).
CalRecycle. 2023. SWIS Facility/Site Activity Details – Badlands Sanitary Landfill. https://www2.calrecycle.ca.gov/SolidWaste/SiteActivity/Details/2245?siteID=2367. (accessed April 2023). [1]Average daily disposal is estimated based on 300 operating days per year. Each facility is open six days per week, Monday through Saturday, except certain holidays.

Collectively, all three landfills have a remaining disposal capacity of approximately 160 million cubic yards. The El Sobrante Landfill has a disposal capacity beyond the 15-year horizon, as required by Assembly Bill (AB) 939.

Compliance with AB 939 is measured in part by actual disposal rates compared to target rates for residents and employees, respectively; actual disposal rates at or below target rates are consistent with AB 939. Target disposal rates for Ontario are 9.9 pounds per day (ppd) per resident and 16.4 ppd per employee. Actual disposal rates in 2021 were 10.2 ppd per resident and 14.9 ppd per employee.[6] Thus, solid waste diversion in the City is consistent with AB 939.

Electricity

The Project site is in Southern California Edison's (SCE) service area, which spans much of southern California from Orange and Riverside counties on the south to Santa Barbara County on the west to Mono County on the north. Total electricity consumption in SCE's service area was 103,045 GWh in 2021.[7] Sources of electricity sold by SCE in 2021, the latest year for which data are available, were:

- 32 percent renewable, consisting mostly of solar and wind
- 2 percent large hydroelectric
- 22 percent natural gas
- 9 percent nuclear
- 35 percent unspecified sources – that is, not traceable to specific sources[8]

[6] CalRecycle. 2019. Disposal Rate Calculator. https://www2.calrecycle.ca.gov/LGCentral/AnnualReporting/DisposalRateCalculator (accessed May 2023).
[7] California Energy Commission. 2016. Electricity Consumption by Planning Area. http://www.ecdms.energy.ca.gov/elecbyplan.aspx.
[8] Southern California Edison. 2022. *2021 Power Content Label, Southern California Edison*. https://www.sce.com/sites/default/files/custom-files/Web%20files/2021%20Power%20Content%20Label.pdf. (accessed April 2023).

The Project site generates electricity demand for the day-to-day operations of the agricultural and residential uses on-site. Existing use of electricity on-site includes lighting, heating and cooling, ventilation, and milking equipment, such as pumps and cooling systems.

Natural Gas

Southern California Gas Company (SoCalGas) provides gas service in the City and has facilities throughout the City, including the Project site. The service area of SoCalGas spans much of the southern half of California, from Imperial County on the southeast to San Luis Obispo County on the northwest to part of Fresno County on the north to Riverside County and most of San Bernardino County on the east. Total natural gas consumption in SoCalGas's service area was 6,755 million therms in 2021.[9]

The Project site generates natural gas demand for the day-to-day operations of the dairy farm and residences on-site. Estimated annual natural gas demand for the existing on-site operations is 387,510 kilo-BTU per year (kBTU/year) or 3,876 therms.[3] Natural gas demands on-site mainly stem from the use of space and water heaters, cooking appliances, and laundry and water appliances.

4.17.3 Regulatory Setting

Federal

Clean Water Act and National Pollutant Elimination Discharge System

The Clean Water Act (CWA) establishes regulations to control the discharge of pollutants into the waters of the United States and regulates water quality standards for surface waters (U.S. Code, Title 33, Section 1251 et seq.). Under the CWA, the U.S. Environment Protection Agency (U.S. EPA) is authorized to set wastewater standards and runs the National Pollutant Discharge Elimination System (NPDES) permit program. Under the NPDES program, permits are required for all new developments that discharge directly into waters of the United States. The federal CWA requires wastewater treatment of all effluent before it is discharged into surface waters. NPDES permits for such discharges in the Project region are issued by the Santa Ana Regional Water Quality Control Board (RWQCB).

Federal Safe Drinking Water Act

The Safe Drinking Water Act (SDWA), the principal federal law intended to ensure safe drinking water to the public, was enacted in 1974 and has been amended several times since it came into law. The Act authorizes the U.S. EPA to set national standards for drinking water, called the National Primary Drinking Water Regulations, to protect against both naturally-occurring and man-made contaminants. These standards set enforceable maximum contaminant levels in drinking water and require all water providers in the United States to treat water to remove contaminants, except for private wells serving fewer than 25 people. In California, the State Water Resources Control Board (SWRCB) conducts most enforcement activities. If a water system does not meet standards, it is the water supplier's responsibility to notify its customers.

[9] California Energy Commission. 2016. *Gas Consumption by Planning Area*. http://www.ecdms.energy.ca.gov/gasbyplan.aspx. (accessed April 2023).

Resource Conservation and Recovery Act of 1976

The Resource Conservation and Recovery Act of 1976 (Title 40 of the Code of Federal Regulations), Part 258, contains regulations for municipal solid waste landfills and requires states to implement their own permitting programs incorporating the federal landfill criteria. The federal regulations address the location, operation, design (liners, leachate collection, run-off control, etc.), groundwater monitoring, and closure of landfills.

State

California Energy Commission

The California Energy Commission (CEC) was created in 1974 as the State's principal energy planning organization in order to meet the energy challenges facing the state in response to the 1973 oil embargo. The CEC is charged with six basic responsibilities when designing State energy policy:

- Forecast statewide electricity needs.
- License power plants to meet those needs.
- Promote energy conservation and efficiency measures.
- Develop renewable energy resources and alternative energy technologies.
- Promote research, development, and demonstration.
- Plan for and direct the state's response to energy emergencies.

California Energy Benchmarking and Disclosure

AB 1103 (2007) requires that electric and gas utilities maintain records of the energy consumption data of all nonresidential buildings to which they provide service and that by January 1, 2009, upon authorization of a nonresidential building owner or operator, an electric or gas utility shall upload all of the energy consumption data for the specified building to the California Environmental Protection Agency (CalEPA) Energy Star Portfolio Manager in a manner that preserves the confidentiality of the customer. This statute further requires a nonresidential building owner or operator disclose Energy Star Portfolio Manager benchmarking data and ratings, for the most recent 12-month period, to a prospective buyer, lessee, or lender. Enforcement of the latter requirement began on January 1, 2014.

On October 8, 2015, AB 802 was signed into law. AB 802 would revise and recast the above provisions. AB 802 directs the CEC to establish a Statewide energy benchmarking and disclosure program and enhances the CEC's existing authority to collect data from utilities and other entities for the purposes of energy forecasting, planning, and program design. Among the specific provisions, AB 802 would require utilities to maintain records of the energy usage data of all buildings to which they provide service for at least the most recent 12 complete months. By January 1, 2017, AB 802 required each utility, upon the request and the written authorization or secure electronic authorization of the owner, owner's agent, or operator of a covered building, as defined, to deliver or provide aggregated energy usage data for a covered building to the owner, owner's agent, operator, or to the owner's account in the Energy Star Portfolio Manager, subject to specified requirements. AB 802 also authorized the commission to specify additional information to be delivered by utilities for certain purposes.

Porter-Cologne Water Quality Control Act

Under the Porter-Cologne Water Quality Control Act (Water Code Sections 13000 et seq.), which was passed in California in 1969 and amended in 2013, the SWRCB has authority over State water rights and water quality policy. The Porter-Cologne Water Quality Control Act divided the state into nine regional basins, each under the jurisdiction of a RWQCB to oversee water quality on a day-to-day basis at the local and regional level. RWQCBs engage in a number of water quality functions in their respective regions. RWQCBs regulate all pollutant or nuisance discharges that may affect either surface water or groundwater. The City is overseen by the Santa Ana Area RWQCB.

California Senate Bill 610 and 221

SB 610 and SB 221 were amended in 2001 to assure coordination between the local water and land use decisions to confirm that California cities and communities are provided with adequate water supply. Specific projects are required to prepare a WSA. The WSA is composed of information regarding existing and forecasted water demands, as well as information pertaining to available water supplies for the new development.

The following projects are required to prepare a WSA:

- Residential developments consisting of more than 500 homes;
- A business employing more than 1,000 people or having more than 500,000 square feet (sf);
- A commercial office building employing more than 1,000 people or having more than 250,000 sf of floor space;
- A hotel having more than 500 rooms;
- A proposed industrial, manufacturing, or processing plant, or industrial park planned to house more than 1,000 persons, occupying more than 40 acres of land, or having more than 650,000 sf of floor area; and
- A mixed-use project that requires the same or greater amount of water as a 500 dwelling-unit project.

SB 221 requires written verification that there is sufficient water supply available for new residential subdivisions that include over 500 dwelling units or meet the other requirements listed above. The verification must be provided before commencement of construction for the project.

Urban Water Management Planning Act

The Urban Water Management Planning Act of 1983 (Water Code Section 10610 et seq.) requires water suppliers to:

- Plan for water supply and assess reliability of each source of water over a 20-year period in five-year increments.
- Identify and quantify adequate water supplies, including recycled water, for existing and future demands in normal, single-dry, and multiple-dry years.

- Implement conservation and the efficient use of urban water supplies.

Significant new requirements for quantified demand reductions have been added by the Water Conservation Act of 2009 (SB X7-7), which amends the Urban Water Management Planning Act and adds new water conservation provisions to the Water Code.

Mandatory Water Conservation

Following Governor Brown's declaration of a state of emergency on July 15, 2014, the SWRCB adopted Resolution No. 2014-0038. The emergency regulation was partially repealed by Resolution No. 2017-0024. The remaining regulation prohibits several activities, including (1) the application of potable water to outdoor landscapes in a manner that causes excess runoff; (2) the use of a hose to wash a motor vehicle except where the hose is equipped with a shut-off nozzle; (3) the application of potable water to driveways and sidewalks; (4) the use of potable water in nonrecirculating ornamental fountains; and (5) the application of potable water to outdoor landscapes during and within 48 hours after measurable rainfall. The SWRCB resolution also directed urban water suppliers to submit monthly water monitoring reports to the SWRCB.

The Water Conservation Act of 2009 (SB X7-7)

The Water Conservation Act of 2009, SB X7-7, requires all water suppliers to increase water use efficiency. The legislation sets an overall goal of reducing per capita water use by 20 percent by 2020, with an interim goal of a 10 percent reduction in per capita water use by 2015. Effective in 2016, urban retail water suppliers who do not meet the water conservation requirements established by this bill are not eligible for state water grants or loans. The SB X7-7 requires that urban water retail suppliers determine baseline water use and set reduction targets according to specified standards, it also requires that agricultural water suppliers prepare plans and implement efficient water management practices.

Water Conservation in Landscaping Act of 2006 (AB 1881)

The Water Conservation in Landscaping Act of 2006 (AB 1881) required the Department of Water Resources (DWR) to update the State Model Water Efficient Landscape Ordinance (MWELO) by 2009. The State's model ordinance was issued on October 8, 2009. Under AB 1881, cities and counties were required to adopt a State updated model landscape water conservation ordinance by January 31, 2010, or to adopt a different ordinance that is at least as effective in conserving water as the updated Model Ordinance. It also required reporting on the implementation and enforcement of local ordinances, with required reports due by December 31, 2015.

2015 Update of the State Model Water Efficient Landscape Ordinance (Per Governor's Executive Order B-29-15)

To improve water savings in the landscaping sector, the DWR updated the Model Ordinance in accordance with Executive Order B-29-15. The Model Ordinance promotes efficient landscapes in new developments and retrofitted landscapes. The Executive Order calls for revising the Model Ordinance to increase water efficiency standards for new and retrofitted landscapes through more efficient irrigation systems, greywater usage, and on-site stormwater capture, and by limiting the portion of landscapes that can be covered in turf.

New development projects that include landscape areas of 500 sf or more are subject to the Ordinance. This applies to residential, commercial, industrial, and institutional projects that require a permit, plan check, or design review. The previous landscape size threshold for new development projects ranged from 2,500 sf to 5,000 sf.

State Water Resources Control Board: Statewide General Waste Discharge Requirements

The General Waste Discharge Requirements specify that all federal and State agencies, municipalities, counties, districts, and other public entities that own or operate sanitary sewer systems greater than one mile in length that collect and/or convey untreated or partially treated wastewater to a publicly owned treatment facility in the State need to develop a Sewer Master Plan. The Sewer Master Plan evaluates existing sewer collection systems and provides a framework for undertaking the construction of new and replacement facilities in order to maintain proper levels of service. The Sewer Master Plan includes inflow and infiltration studies to analyze flow monitoring and water use data, a capacity assurance plan to analyze the existing system with existing land use and unit flow factors, a condition assessment and sewer system rehabilitation plan, and a financial plan with recommended capital improvements and financial models.

General Pretreatment Regulations for Existing and New Sources of Pollution

The General Pretreatment Regulations establish responsibilities of federal, State, and local government, industry, and the public to implement National Pretreatment Standards to control pollutants which pass through or interfere with treatment processes in Publicly Owned Treatment Works (POTW) or which may contaminate sewage sludge. Pretreatment standards are pollutant discharge limits which apply to industrial users.

California Building Code: Building Energy Efficiency Standards

The California Code of Regulations (CCR) Title 24, also known as the California Building Standards Code (CBSC), includes regulations for how buildings are designed and constructed, and are intended to ensure the maximum structural integrity and safety of private and public buildings. The CBSC, which applies to all applications for building permits, consists of 12 parts that contain CBSC administrative regulations for all State agencies that implement or enforce building standards. Local agencies must ensure the development complies with the CBSC standards. Cities and counties can adopt additional standards beyond the CBSC including CBSC Part 2, named the California Building Code (CBC).

The California Energy Commission (CEC) updates the Energy Code every three years. On August 11, 2021, the CEC adopted the 2022 Energy Code. In December, it was approved by the California Building Standards Commission for inclusion into the California Building Standards Code. The 2022 Energy Code encourages efficient electric heat pumps, establishes electric-ready requirements for new homes, expands solar photovoltaic and battery storage standards, strengthens ventilation standards, and more. Buildings whose permit applications are applied for on or after January 1, 2023, must comply with the 2022 Energy Code.

California Building Code: Green Building Standards Code (CALGreen Code)

The CALGreen Code was adopted as part of the California Building Standards Code and established planning and design standards for sustainable site development, energy efficiency (in excess of the California Energy Code requirements), as well as water conservation and material conservation, both of which contribute to energy conservation. This code features regulations for energy efficiency, water efficiency and conservation, material conservation and resource efficiency, as well as environmental quality. Also included as part of the CALGreen code are mandatory provisions for commercial, residential, and public school buildings, appendices with voluntary provisions for all of these occupancies, and residential and nonresidential provisions.

Appliance Efficiency Regulations

The Appliance Efficiency Regulations (Title 20, CCR Sections 1601 through 1609) include standards for both federally regulated appliances and non-federally regulated appliances. Though these regulations are now often viewed as "business as usual," they exceed the standards imposed by all other states, and they reduce reducing energy demand as well as greenhouse gas (GHG) emissions.

State Greenhouse Gas Regulations

Current State guidance and goals for reductions in GHG emissions from stationary sources are generally embodied in Executive Orders S-03-05 and B-30-15; AB 32 and AB 197; and SB 32. While these regulations are inherently aimed at reducing GHG emissions, they have a direct relationship to energy conservation. A detailed discussion of these regulations is provided in *Section 4.7, Greenhouse Gas Emissions,* of this Draft EIR.

Assembly Bill 341

AB 341 (Chapter 476) increased the statewide solid waste diversion goal to 75 percent by 2020. The law, passed in 2011, mandates recycling for businesses producing four or more cubic yards of solid waste per week. This commercial recycling law took effect July 1, 2012. Under the law, Ontario businesses must separate recyclables from trash and then either subscribe to City recycling services, self-haul their recyclables, or contract with a permitted private recycler.

The City is required to provide a number of programs to meet the requirements of AB 341. They include a public outreach program to inform Ontario businesses about the mandate, monitoring the progress of each business, notifying them if they are not in compliance, and reporting to the State.

Assembly Bill 939

AB 939 (California Integrated Solid Waste Management Act of 1989; Public Resources Code [PRC] Section 40050 et seq.) established an integrated waste-management system that focused on source reduction, recycling, composting, and land disposal of waste. AB 939 required every California city and county to divert 50 percent of its waste from landfills by the year 2000. Compliance with AB 939 is measured in part by comparing solid waste disposal rates for a jurisdiction with target disposal rates; actual rates at or below target rates are consistent with AB 939. AB 939 also requires California counties

to show 15 years of disposal capacity for all jurisdictions in the county or show a plan to transform or divert its waste.

Assembly Bill 1327

The California Solid Waste Reuse and Recycling Access Act (AB 1327, PRC Section 42900 et seq.) requires areas to be set aside for collecting and loading recyclable materials in development projects. The California Solid Waste Reuse and Recycling Access Act required the California Integrated Waste Management Board to develop a model ordinance for adoption by any local agency requiring adequate areas for collection and loading of recyclable materials as part of development projects. Local agencies are required to adopt the model or an ordinance of their own.

Assembly Bill 1826

In October of 2014, Governor Brown signed AB 1826 requiring businesses to recycle their organic waste on and after April 1, 2016, depending on the amount of waste they generate per week. This law also required that on and after January 1, 2016, local jurisdictions across the State implement an organic waste recycling program to divert organic waste generated by businesses and multifamily residential dwellings that consist of five or more units. Organic waste means food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste.

Senate Bill 1383

In September of 2016, Governor Brown signed into law SB 1383, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants (SLCP). SB 1383 requires counties to take the lead collaborating with the jurisdictions located within the county in planning for the necessary organic waste recycling and food recovery capacity needed to divert organic waste from landfills into recycling activities and food recovery organizations.

Local

San Bernardino County Integrated Waste Management Plan

The preparation of the Countywide Integrated Waste Management Plan (CIWMP) is one of the requirements of the Integrated Waste Management Act. The CIWMP consists of four elements and a Summary Plan. Each jurisdiction (cities and the County) prepared the first three elements:

- Source Reduction and Recycling Element: which analyzed the local waste stream to determine where to focus diversion efforts, and developed diversion programs and funding;
- Household Hazardous Waste Element: which provides a framework for recycling, treatment, and disposal practices; and
- Non-disposal Facility Element: which lists planned and existing facilities such as material recovery facilities and composting facilities that recover waste from the waste stream.

The County prepared the Countywide Siting Element which demonstrates that there is at least 15 years of remaining disposal capacity to serve all the jurisdictions within the County. The Countywide Summary Plan, the final element of the CIWMP, contains goals and policies as well as a summary of integrated waste

management issues faced by the County. It summarizes waste management programs and the steps needed to cooperatively implement programs among the County's jurisdictions to continue to meet the statewide diversion mandates. The Countywide Summary Plan is to be updated every five years along with any other affected elements of the CIWMP.

City of Ontario Urban Water Management Plan

Ontario is required to prepare an Urban Water Management Plan (UWMP) pursuant to Water Code Sections 10610 through 10656 of the Urban Water Management Planning Act, effective January 1, 1984. The Urban Water Management Planning Act requires all urban water suppliers to prepare, adopt, and file a UWMP with the California Department of Water Resources every five years. The City's 2020 UWMP outlines current water demands, sources, and supply reliability to the City by forecasting water use based on climate, demographics, and land use changes in the City. The 2020 UWMP also provides demand management measures to increase water use efficiency for various land use types and details a water supply contingency plan in case of shortage emergencies.

City of Ontario Landscape Development Guidelines

The City's Landscape Development Guidelines ensure that the State's current Model Water Efficient Landscape Ordinance is being implemented in the City. The guidelines include water conservation measures that need to be incorporated into landscape designs, the different elements that need to be incorporated into preliminary landscape plans, and the required landscape construction documents. Construction documents need to include a water efficient landscape worksheet, grading design, erosion control measures, and a maintenance schedule.

City of Ontario Refuse and Recycling Planning Manual

The Integrated Waste Department's Refuse & Recycling Planning Manual assists developers in meeting the City of Ontario's requirements on refuse and recycling storage and access for service, as well as addressing the City's recycling goals.

Inland Empire Utilities Agency Water Quality Control Plants NPDES Permit

Wastewater discharge requirements for IEUA RP-1 and RP-5 are detailed in Order No. RS-2015-0036 NPDES No. CA8000409. The permit includes the conditions needed to meet minimum applicable technology-based requirements. The permit includes limitations that are more stringent than applicable federal technology-based requirements where necessary to achieve the required water quality standards.

Inland Empire Utilities Agency Regional Wastewater Ordinance No. 97

The IEUA's Regional Wastewater Ordinance No. 97 sets forth uniform requirements for industrial users of the IEUA's regional sewage system to comply with all applicable state and federal laws, including the CWA, the General Pretreatment Regulations, and the California Water Code. The objective of the ordinance is to prevent the introduction of pollutants into the POTWs that will interfere with their operation or that will pass through the POTWs, inadequately treated, into receiving waters.

City of Ontario Water and Sewer Design Development Guidelines

The City Water and Sewer Design Development Guidelines ensures that water and sewer facilities constructed in the City are complete, correctly operating, and in compliance with government codes and good water and wastewater industry practice. The guidelines also provide interested parties with the City's procedures, policies, and requirements for the design and construction of new water and wastewater infrastructure.

City of Ontario Municipal Code

Chapter 3, Integrated Waste Management, of the Ontario Municipal Code (OMC) sets forth uniform requirements and regulations for the direct and indirect users of the refuse and recycling collection services of the City. It also allows for the City to comply with all applicable State and federal laws, including, but not limited to, The Integrated Waste Management Act of 1989, California Code Title 14 Division 7, and any subsequent amendments to each.

Under Title 6, Chapter 7, the Public Sewer System, of the OMC sets forth uniform requirements for direct and indirect contributors into the City sewerage system and IEUA treatment system, and enables the City to comply with all applicable State and federal laws, including the CWA and the General Pretreatment Regulations, and subsequent amendments to each.

The purpose of the Water Conservation Plan, in the OMC under Title 6, Chapter 8A, is to minimize the potential for a water shortage through the practice of water conservation, and to minimize the effect of a shortage of water supplies on the water customers of the City. The chapter adopts provisions that will significantly reduce the inefficient consumption of water, thereby extending the available water resources necessary for domestic, sanitation, and fire protection of the community to the greatest extent possible.

The purpose of Water Services, under Title 8B, is to describe rules and regulations regarding service connections, payments and fees, and conditions for pressure, as well as emergency response for repairs and regulations.

The purpose of Title 6, Chapter 8C (Ordinance 2689), Recycled Water Use, is to establish procedures, specifications, and limitations for the safe and orderly development and operation of recycled water facilities and systems within the City's service area, and adopt rules and regulations controlling such use.

City of Ontario Capital Improvements Program

The Capital Improvements Program updates its CIP to prepare and budget for upcoming infrastructure improvements across a five-year planning horizon. The Engineering Departments also prepares a budget for upcoming infrastructure improvements over a five-year planning period.

City of Ontario General Plan – The Ontario Plan 2050

The Land Use Element and Environmental Resources Element of the Ontario Plan (TOP) 2050 establishes goals for environmental infrastructure and policies that support system integration, resource conservation and regeneration, and energy independence. The City's TOP 2050 contains the following goals and policies relevant to utilities and infrastructure.

The following policies contained in the Land Use Element are relevant to the Project:

Land Use Element[10]

Goal LU-1 **A community that has a spectrum of housing types and price ranges that match the jobs in the City and that make it possible for people to live and work in Ontario and maintain a quality of life.**

Policy LU-1.3 **Adequate Capacity**. We require adequate infrastructure and services for all development.

Goal LU-4 **Development that provides short-term value only when the opportunity to achieve our Vision can be preserved.**

Policy LU-4.3 **Infrastructure Timing**. We require that the necessary infrastructure and services be in place prior to or concurrently with development.

Policy LU-4.4 **Shared Infrastructure**. We encourage and facilitate the use of shared infrastructure (including shared or managed parking) in urban, mixed use, and transit-oriented Place Types.

The following policies contained in the Environmental Resources Element are relevant to the Project:

Environmental Resources Element[11]

Goal ER-1 **A reliable and cost-effective system that permits the City to manage its diverse water resources and needs.**

Policy ER-1.1 **Local Water Supply**. We increase local water supplies to reduce our dependence on imported water. New and redevelopment projects are aligned with our available water supply and/or to enhance our available water supply.

Policy ER-1.2 **Matching Supply to Use**. We match water supply and quality to the appropriate use.

Policy ER-1.3 **Conservation and Sustainable Water Supply**. We work with regional water providers and users to conserve water and ensure sustainable local water supplies as more frequent droughts reduce long term local and regional water availability.

Policy ER-1.4 **Supply-Demand Balance**. We require that available water supply and demands be balanced.

Policy ER-1.8 **Wastewater Management**. We require the management of wastewater discharge and collection consistent with waste discharge requirements adopted by the Regional Water Quality Control Board.

[10] City of Ontario. 2022. TOP 2050, Land Use Element. https://www.ontarioca.gov/about-ontario-ontario-plan-policy-plan/land-use. (accessed April 2023).
[11] City of Ontario. 2022. *TOP 2050, Environmental Resources Element*. https://www.ontarioca.gov/about-ontario-ontario-plan-policy-plan/environmental-resources. (accessed April 2023)

4.17.4 Impact Thresholds and Significance Criteria

According to Appendix G of the State CEQA Guidelines, a project would normally have a significant effect on the environment if the project:

- Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?
- Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?
- Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?
- Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?
- Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

4.17.5 Plans, Programs, and Policies

PPP W-1 The Project's water infrastructure improvements will be designed, constructed, and operated in accordance with the City of Ontario's Water and Sewer Design Development Guidelines.

PPP W-2 Water conservation measures for the Project will abide by the requirements of the City of Ontario's Municipal Code Title 6, Chapter 8A, Water Conservation Plan, Title 6, Chapter 8B, Water Services, and Title 6, Chapter 8C, Recycled Water Use.

PPP W-3 The Project will follow the City of Ontario's Landscape Development Guidelines to assure compliance with the State's current Model Water Efficient Landscape Ordinance.

PPP WW-1 The Project will be designed, constructed, and operated in accordance with the IEUA Regional Wastewater Ordinance No. 97. All industrial wastewater discharges into IEUA facilities shall be required to comply with the discharge standards set forth to protect the POTWs.

PPP WW-2 The Project's sewer infrastructure improvements will be designed, constructed, and operated in accordance with the City of Ontario Water and Sewer Design Development Guidelines.

PPP WW-3 The Project will be designed, constructed, and operated in accordance with the requirements of the City's MC Chapter 7, Public Sewer System, to protect the City of Ontario sewerage system and IEUA treatment system.

PPP HYD-1 The Project will be constructed and operated in accordance with the City's MC Chapter 6, Stormwater Drainage System to ensure the health, safety and general welfare of the residents of the City of Ontario by prescribing regulations to effectively prohibit non-stormwater discharges into the City's stormwater drainage system.

PPP HYD-2 Any construction shall be regulated by the SWRCB in a manner pursuant to and consistent with applicable requirements contained in the General Permit No. CAS000002, SWRCB Order

Number 2009-0009-DWQ. The City may notify the State Board of any person performing construction work that has a non-compliant construction site per the General Permit.

PPP HYD-3 The Project will be constructed and operated in accordance with the San Bernardino County MS4 Permit (Order No. R8-2010-0036, NPDES No. CAS618036 as renewed by the ROWD submitted on August 1, 2014). The MS4 Permit requires new development and redevelopment projects to adopt a water quality management plan (WQMP) to:

- Control contaminants into storm drain systems
- Educate the public about stormwater impacts
- Detect and eliminate illicit discharges
- Control runoff from construction sites
- Implement BMPs and site-specific runoff controls and treatments

PPP SW-1 The Project shall comply with Section 4.408 of the 2019 CALGreen Code, which requires new development projects to submit and implement a construction waste management plan in order to reduce the amount of construction waste transported to landfills. Prior to the issuance of building permits, the City of Ontario shall confirm that a sufficient plan has been submitted, and prior to final building inspections, the City of Ontario shall review and verify the contractor's documentation that confirms the volumes and types of wastes that were diverted from landfill disposal, in accordance with the approved construction waste management plan.

PPP SW-2 The Project will store and collect recyclable materials in compliance with AB 341.

PPP SW-3 The Project will abide by the requirements of San Bernardino County Integrated Waste Management Plan and Chapter 3, Integrated Waste Management, of the MC.

PPP SW-4 The Project will abide by the requirements of the City of Ontario's Refuse and Recycling Planning Manual.

PPP OU-1 New buildings are required to achieve the current California Building Energy and Efficiency Standards (Title 24, Part 6) and CALGreen Code (Title 24, Part 11).

PPP OU-2 All new appliances would comply with the Appliance Efficiency Regulations (Title 20, CCR Sections 1601 through 1609).

4.17.6 Impacts and Mitigation Measures

Impact 4.17-1 ***Would the Project require or result in the relocation or construction of new or expanded water, wastewater treatment, or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?***

Level of Significance: Less than Significant

Specific Plan - Phase I and Phase II Future Development Areas

The Project applicant proposes new on-and off-site public sewer, potable water, and storm drain infrastructure, and would receive SCE electrical service. There are power poles and overhead facilities located opposite the site along Eucalyptus Avenue and Sultana Avenue. On-site improvements would include storm drains, water quality systems, a sewer main and sewer lines, water lines, and dry utility connections.

Water

The Project site is currently occupied by agricultural uses, including the raising of livestock, dairy farming activities, and a commercial nursery. The City's ultimate domestic water system will consist of five pressure zones. Most of Ontario Ranch (including the Project site area) is in the 925 Pressure Zone. In addition to extending the 925 Pressure Zone (PZ) Phase 2 West Backbone, the Project site requires a connection between the 925 PZ Phase 2 West Backbone and the 1010 PZ. This would supply a second source of potable water to the Project site. The connection to the 1010 PZ would require extending the Phase 2 West Backbone at Eucalyptus Avenue and Grove Avenue by installing a 30-inch potable water main north on Grove Avenue to Chino Avenue. The connection to the 1010 PZ would require installing an 18-inch potable water main in Chino Avenue easterly to the existing 18-inch potable water main located on the west side of the Cucamonga Creek channel and installing a Pressure Reducing Station between the 1010 PZ and 925 PZ near the intersection of Grove Avenue and Chino Avenue.

Potable water distribution to the Project would be provided by the City of Ontario. There are no existing water mains in the vicinity of the Project that are within the City's jurisdiction; the extension of City master planned domestic water infrastructure is being developed within the western portion of Ontario Ranch. The Project applicant proposes the extension of the 16-inch line in Schaefer Avenue to connect to the future line at Grove Avenue and the 16-inch line in Euclid Avenue south to connect to the future line in Eucalyptus Avenue. Within the Project site, a private network of 2-to-4-inch water lines for domestic water service and 10-to-12-inch water lines for fire service water would be installed and would include connections to the water main in Edison Avenue, Euclid Avenue, Schaefer Avenue, and Sultana Avenue (see ***Figure 3-14: Domestic Water Plan*** for further detail).

Recycled water is provided to the City of Ontario by the Inland Empire Utility Agency (IEUA) from its four wastewater reclamation plants. The entire Project site is within the City's master planned 930 Pressure Zone. Recycled water infrastructure improvements requiring the planning, design, and construction of new 930 Pressure Zone (PZ) Recycled Water Master Plan main lines area would be required (see ***Figure 3-15: City of Ontario Future Recycled Water System***).

The City requires all new development in Ontario Ranch to connect to and use recycled water for all approved uses, including but not limited to landscape irrigation. Currently there are no City owned recycled water mains or City recycled water infrastructure in the vicinity of the Project site. There is an existing 30-inch IEUA recycled water main in Eucalyptus Avenue south of the Project site. The Project is responsible to provide recycled water service to serve future development and would construct a 12-inch line along the perimeter of the Project site. The Project would extend the 12-inch line in Euclid Avenue south to connect to the existing line in Eucalyptus Avenue. See ***Figure 3-16: Recycled Water Plan*** for

further detail. The 12-inch line in Sultana Avenue may be reduced to an 8-inch line if the development to the east is required to provide individual meters to serve future development.

Based on the existing downstream MDP systems, the Project would mitigate on-site runoff to 80 percent of pre-project levels. Therefore, the Project proposes MDP facilities along Euclid Avenue between Schaefer Avenue and Edison Avenue, along Edison Avenue east of Euclid Avenue, and along Schaefer Avenue east of Euclid Avenue. The Project also proposes On-site Drainage Facilities that include a series of catch basins, inlets, storm drain systems, and subsurface systems. Until the ultimate pipeline network for OR has been completed, there may be instances where construction of improvements to serve a project may not meet the required fire flow demands. Therefore, projects within the Project area may be required to construct additional pipelines not indicated in the City's Water Master Plan or upsize master planned pipelines to meet Fire Department fire flow requirements and/or Water Master Plan criteria. All lines are per the City Water Master Plan, located in road rights-of-way that are already improved, according to the TOP 2050 Final Supplemental EIR. The developer would submit a hydraulic analysis to the City for review and approval to demonstrate adequate fire flow and adherence to the City's Water Master Plan criteria.

Although water line construction would be necessary for Project operation, these facilities have been planned by the City in its Water Master Plan, and no extensions or capacity expansions beyond the planned system would be required. Furthermore, any off-site construction of potable water infrastructure would be implemented in accordance with the City's Water and Sewer Design Development Guidelines and the standards and specifications of the MC. Off-site water mains required to serve the Project would need to be constructed prior to or concurrent with on-site water improvements. As previously mentioned, a private network of 2-to-4-inch water lines for domestic water service and 10-to-12-inch water lines for fire service water would be installed within the Project site, and the on-site water system would include connections to the water main in Edison Avenue, Euclid Avenue, Schaefer Avenue and Sultana Avenue. On-site construction of the proposed infrastructure would be constructed in compliance with City's Water and Sewer Design Development Guidelines and the MC. The necessary installation of on-site water lines is included as part of the Project and would not result in any physical environmental effects beyond those identified in other sections of this Draft EIR.

Therefore, the Project would not require or result in the relocation or construction of new or expanded water facilities outside of already improved road rights-of-way or existing City Water Master Plan, the construction of which could cause significant environmental effects, and impacts would be less than significant.

Wastewater Treatment

There are no sewer mains located in Euclid Avenue or the other streets adjacent to the Project area. The extension of City master planned sewer infrastructure is being developed within the western portion of Ontario Ranch. The City's master planned sewer system has been constructed in Euclid Avenue at Eucalyptus Avenue and along Eucalyptus Avenue between Euclid and Sultana Avenues.

The City of Ontario's 2012 Sewer Master Plan shows the existing infrastructure serving the Project area as well as the ultimate sewer system. The ultimate sewer collection system would include approximately 140,000 feet of additional trunk sewer to serve the OR. The sewer master plan includes a Capital Improvement Program (CIP) to ensure adequate long-range planning for implementing the City's sewer infrastructure improvements in line with the City's 2010 Policy Plan buildout scenario.

The Project includes a network of public sewer mains, consistent with the City's 2012 Sewer Master Plan. The Project applicant is responsible to provide sewer service to serve future development and would construct a 15-inch line approximately 1,320 feet in length along the Project frontage of Euclid Avenue and extend an 18-inch main line along the Euclid Avenue to the south to connect to the Kimball Interceptor Sewer. The Project would construct an 8-inch line along approximately 1,320 feet in length along the eastern boundary of the Project site to Edison Avenue and extend the 12-inch line in Sultana Avenue to connect to the existing line in Merrill Avenue. A sewer line may be extended along a portion of Edison Avenue, if necessary to serve the adjacent parcels to the north (see ***Figure 3-18: Sewer Plan***). A Sewer Sub-Area Master Plan (SSAMP) shall be prepared for each Tract Map and development within the Project Specific Plan.

As shown in the WSA (***Appendix J***) for the Project, the indoor water demand for the Project is less than the water demand anticipated in the TOP 2050 buildout scenario for the Project site. Therefore, wastewater generation from the Project would be less than wastewater generation rates assumed for the Project site in the TOP 2050. Since the Sewer Master Plan is based on the TOP 2050 buildout scenario, the Project would not require expansion of the wastewater infrastructure specified for the Project site in the sewer plan. Therefore, no additional off-site extensions or expansions to the planned sewer system serving the region would be required. On-site construction of the proposed sewer infrastructure would provide for connections throughout the site. Sewer laterals would connect buildings to sewer mains. Sizing and alignment of sewers would be within constructed in compliance with the City's Water and Sewer Design Development Guidelines and the Municipal Code. The necessary installation of on-site sewer lines and connections to the existing line is included as part of the Project and would not result in any physical environmental effects beyond those identified in other sections of this Draft EIR.

Therefore, the Project would not require or result in the relocation or construction of new or expanded wastewater facilities, the construction of which could cause significant environmental effects, and impacts would be less than significant.

Electricity

SCE would provide electricity to the Project site from existing facilities in the vicinity. All new lines within the Project site would be installed according to City requirements.

Undergrounding of existing overhead power lines would be subject to Section 7-7 of the OMC. Existing power poles along Edison Avenue would need to be relocated. The existing location is within the ultimate roadway. Project operation is expected to use approximately 12.9 million kilowatt hours (kWh) annually (see ***Section 4.6, Energy*** for further details). While the Project would increase energy demand at the Project site compared to existing conditions, it would be required to comply with the applicable Building

Energy Efficiency Standards and the CALGreen Code. Because the Project would be consistent with the requirements of these energy-related regulations, it would not result in wasteful or unnecessary electricity demands. In addition, it is projected that 100 percent of the total outdoor water demand would be served by recycled water, which would contribute to minimizing the energy associated with the distribution and treatment of water. SCE forecasts that it will have sufficient electricity supplies to meet demands in its service area; and the electricity demand due to the Project is within the forecast increase in SCE's electricity demands. Project development would not require or result in the relocation or construction of new or expanded electric power, of which could cause significant environmental effects, and impacts would be less than significant.

Natural Gas

Project operation is estimated to use about 31.2 million kilo British Thermal Units (kBTU) per year (see ***Section 4.6: Energy*** for further details). SoCalGas' residual supplies were forecast to remain constant at 3,775 MMCF/day from 2020 through 2035. Total natural gas consumption in SoCalGas' service area is forecast to decline slightly from 2,591 MMCF/day in 2019 to 2,313 MMCF/day in 2035. SoCalGas forecasts that it will have sufficient natural gas supplies to meet Project gas demands, and Project development would not require SoCalGas to obtain new or expanded gas supplies. Therefore, Project development would not require or result in the relocation or construction of new or expanded natural gas supplies, of which could cause significant environmental effects, and impacts would be less than significant.

Furthermore, the Project would comply with the requirements of the current California Building Energy and Efficiency Standards (Title 24, Part 6) and the CALGreen Code (Title 24, Part 11). All new appliances would comply with the Appliance Efficiency Regulations (Title 20, CCR Sections 1601 through 1609).

Telecommunications

Like the other dry utilities, telecommunication services would be extended to serve the Project site. This may involve the extension of services for existing providers and the petition for additional services from additional providers not currently present on the Project site. However, the construction of substantial new telecommunication infrastructures would not be required.

Conclusion

As noted above, the Project would not result in the construction of new water facilities or expansion of existing facilities, the construction of which could cause significant environmental effects. The Project applicant proposes the same land uses as contained in the City's TOP 2050. No mitigation is required other than compliance with applicable plans, policies, and programs, including the proposed Project Specific Plan and TOP 2050.[12]

Mitigation Measures

No mitigation is necessary.

[12] City of Ontario. 2022. *TOP 2050 Final Supplemental Environmental Impact Report, Section 5.19, Utilities and Service Systems*. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf. (accessed April 2023).

Impact 4.17-2 ***Would the Project have sufficient water supplies available to serve the Project and reasonably foreseeable future development during normal, dry, and multiple dry years?***

Level of Significance: Less than Significant

Specific Plan - Phase I and Phase II Future Development Areas

Water Demand

The City's 2020 Water Master Plan and 2020 UWMP used the current (current as of May 2017) TOP land use plan to calculate projected water demands. Using the City's unit water demand factors, the estimated potable and recycled water demands for the parcels within the Project limits that was accounted for in the 2020 UWMP is shown in ***Table 4.17-3: Water Demand of the Project Site Land Uses Assumed in the UWMP***.

Table 4.17-3: Water Demand of the Project Site Land Uses Assumed in the UWMP

Land Use Designation	Acres	Potable Water Demand (AFY)	Recycled Water Demand (AFY)	Total Water Demand (AFY)
Office Commercial (0.75 FAR)	40	112	67	179
Medium Density Residential (11.1 – 25 du/ac)	32	240	27	267
Open Space – Non-Recreational	12.01	13	0	13
Total	**84.01**	**365**	**94**	**459**

Source: ***Appendix J***, page 21.
Notes: AFY = acre feet per year; FAR = floor to area ratio; du/ac = dwelling unit per acre.

As shown in ***Table 4.17-3***, under the land uses assumed for within the UWMP, the potable water demand for the Project is estimated to be **365 AFY** (**325,851 gpd**). The total recycled water demand for the Project is estimated to be **94 AFY** (**83,918 gpd**). The total water demand would be **459 AFY** (**409,769 gpd**).

The potable and recycled water demands of the Project using the City's current unit water demand factors for potable and recycled water is summarized in ***Table 4.17-4: Water Demand Estimate for the Project***.

Table 4.17-4: Water Demand Estimate for the Project

Land Use	Acres	Potable Water Demand (AFY)	Recycled Water Demand (AFY)	Total Water Demand (AFY)
Business Park (PA 1 and PA 2)	53.06	107	71	178
Mixed-Use (PA 3)	19.03	85	32	117
Open Space/Non-Recreational	12.01	13	32	45
Total	**84.1**	**205**	**135**	**340**

Source: ***Appendix J***, page 22.
Notes: PA = Planning Area; AFY = acre feet per year. Calculations conservatively assume potable and recycled water use in the OS-NR areas.

As shown in ***Table 4.17-4,*** the potable water demand for the Project is estimated to be **205 AFY** (**183,012 gpd**). The total recycled water demand for the Project is estimated to be **135 AFY** (**120,520 gpd**). The total water demand would be **340 AFY** (**303,532 gpd**).

The 2020 UWMP indicates that the City is capable of meeting the water demands of its customers in normal, single dry, and multiple dry years between 2020 and 2045. The 2020 UWMP projected water

demands are based on the City's measurement of its water use through meter data and billing records. Total potable and recycled water demand within the OMUC service area averaged 39,374 AFY between 2015 and 2020. Potable water demands averaged 32,109 AFY and recycled water demands averaged 7,812 AFY. Over the past ten years, the City's total water demands (including potable and recycled water demands) have ranged from 36,036 AFY to 45,196 AFY, with an average of 40,831 AFY. In addition, the City recently experienced a five-consecutive-year-drought within its service area from fiscal year (FY) 2011-12 to FY 2015-16. Throughout this consecutive dry year period, the City's annual water production ranged from 42,603 AFY (2012) to 36,036 AFY (2016), with an average of approximately 41,558 AFY. In the City's Single-Dry year, annual water production was 43,346 AFY. In 2020, the City's total demand was 39,921 AFY. The total water supply (potable and non-potable) demands in the year 2045 are projected to be 73,668 AFY. Potable water demands are projected to be 57,609 AFY and recycled water demands are projected to be 16,059 AFY. Projected water demand for the Project site is included in the 2020 UWMP projections but is based on the TOP 2050 and the City's 2020 Water Master Plan. The estimated total water demand for the Project site that was assumed in the 2020 UWMP is approximately **459 AFY** (***Table 4.17-3***) and the proposed Project's total water demand is approximately **340 AFY** (***Table 4.17-4***). Because the City's water demand projections in the 2020 UWMP were based on a land use scenario with a greater water demand than that which is proposed by the Project, it can be deduced that the water demand for the Project was accounted for in the most recently adopted 2020 UWMP. Therefore, implementation of the Project would not obstruct the City's ability to meet water demands of its customers in normal, single dry, and multiple dry years.

Proposed Water Conservation Strategies

Landscaping within the Project area would be implemented in line with the City's Landscape Development Guidelines. The guidelines include water conservation measures that need to be incorporated into landscape designs, the different elements that need to be incorporated into preliminary landscape plans, and the required landscape construction documents. Construction documents need to include a water efficient landscape worksheet, grading design, erosion control measures, and a maintenance schedule. Furthermore, the Project includes key provisions for landscaping plans within the Project area which include:

- Selecting drought-tolerant plants such as colorful shrubs and groundcovers, ornamental grasses and succulents, evergreen and deciduous trees, and species native to southern California or naturalized to the arid southern California climate.
- Incorporating water conservation features in landscape and irrigation plans.

In addition to the City having adequate water supply to service the Project, these water conservation measures would decrease water demand and impacts would be less than significant.

Therefore, the Project would have sufficient water supplies available to serve the Project and reasonably foreseeable future development during normal, dry, and multiple dry years, and a less than significant impact will occur.

Conclusion

As noted above, the Project would have sufficient water supplies available to serve the Project and reasonably foreseeable future development during normal, dry, and multiple dry years, and a less than significant impact will occur. The Project proposes the same land uses as contained in the City's TOP 2050. No mitigation is required other than compliance with applicable plans, policies, and programs, including the proposed Project Specific Plan and TOP 2050.[13]

Mitigation Measures

No mitigation is necessary.

Impact 4.17-3 ***Would the Project result in a determination by the wastewater treatment provider, which serves or may serve the Project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?***

Level of Significance: Less than Significant

Specific Plan - Phase I and Phase II Future Development Areas

The Project site is located in Ontario Ranch and is within IEUA's wastewater service area boundary. The Project would be served by the RP-5 wastewater treatment plant.

Buildout of the Project would generate approximately 303,532 gpd, which is equivalent to 0.304 mgd, as shown in ***Table 4.17-3***. As stated above, the current liquid treatment capacity of RP-5 is 15 mgd, and the plant treats an average of 9 mgd. Thus, RP-5 has a remaining wastewater treatment capacity of 6 mgd. The Project's generated wastewater would represent five percent of the RP-5's remaining treatment capacity. Therefore, wastewater generated by the Project would be adequately treated at the RP-5.

RP-5 is required by federal and State law to meet applicable standards of treatment plant discharge requirements subject to Order No. RS-2015-0036 NPDES No. CA8000409. The permit includes the conditions needed to meet minimum applicable technology-based requirements. The NPDES permit regulates the amount and type of pollutants that the system can discharge into receiving waters. RP-5 is operating in compliance with and would continue to operate subject to State waste discharge requirements and federal NPDES permit requirements, as set forth in the NPDES permit and order. Furthermore, the Project would comply with IEUA's Ordinance No. 97 ensuring that wastewater discharge into the sewer system is compliant with the NPDES permit conditions, bio-solid use, and disposal requirements, and any other federal or State laws.

The additional wastewater (quantity and type) that would be generated by the Project and treated by the RP-5 would not impede the treatment plant's ability to continue to meet its wastewater treatment requirements. Therefore, impacts would be less than significant as the wastewater treatment provider, will have adequate capacity to serve the Project's projected demand in addition to the provider's existing commitments.

[13] Ibid.

Conclusion

As noted above, the additional wastewater that would be generated by the Project and treated would not impede the treatment plant's ability to continue to meet its wastewater treatment requirements. The proposed Project Specific Plan proposes the same land uses as contained in the City's TOP 2050. Impacts would be less than significant. No mitigation is required other than compliance with applicable plans, policies, and programs, including the proposed Project Specific Plan and TOP 2050.[14]

Mitigation Measures

No mitigation is necessary.

Impact 4.17-4 ***Would the Project generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?***

Impact 4.17-5 ***Would the Project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?***

Level of Significance: Less than Significant

Specific Plan - Phase I and Phase II Future Development Areas

Construction and Operations

Prior to construction of the Project, on-site structures would need to be demolished and its debris moved off-site to appropriate landfills. The site contains numerous single-family residential structures, as well as agricultural related buildings and open structures. Two SCE easements extend across the Project site, however no structures are located within these easements, although they have been used for various agricultural uses historically. The demolition of the existing structures may cause a strain on existing landfill capacities if waste exceeds the daily permitted capacity for the landfills serving the City. Collectively, the two primary landfills, Badlands Sanitary Landfill, and El Sobrante Landfill, have a daily maximum permitted capacity of 20,854 tons per day (tpd), and average daily disposal of 12,994 tpd, as reported in 2019. Therefore, the two landfills have a residual capacity of 7,860 tpd. The 3,041 tons of demolition waste that would be disposed of in landfills would occur over a period of approximately two and a half months and would not exceed the daily residual capacity of the landfills. Buildout of the Project is estimated to generate 14,745 ppd of solid waste, as shown in ***Table 4.17-5: Estimated Solid Waste Generation***.

Table 4.17-5: Estimated Solid Waste Generation

Land Use	Buildout	Solid Waste Generation Rate (ppd)	Solid Waste Generation (ppd)
Commercial Retail/Office	290,110 square feet	2.5 per 1,000 sf	725
Business Park	1,386,777 square feet	6 per 1,000 sf	8,321
Mixed-Use	466 dwelling units	12.23 per household	5,699
Total			**14,745**

Source: CalRecycle 2019e.
Notes: sf = square feet; ppd = pounds per day

[14] Ibid.

As detailed in ***Table 4.17-5***, the two landfills serving the City have residual capacity of 7,860 tpd. The estimated 14,745 ppd or 7.4 tpd generated by the Project would be adequately served by the Badlands Sanitary Landfill or El Sobrante Landfill.

Overall, sufficient landfill capacity is available in the region for the estimated solid waste generated by the Project during operations, and Project development would not require an expansion of landfill capacity. Impacts would be less than significant for the operational phase.

Regulatory Compliance

Additionally, AB 341 requires all businesses in California that generate four cubic yards or more of waste per week to implement one of the following actions in order to reuse, recycle, compost, or otherwise divert commercial solid waste from disposal:

- Source separate recyclable and/or compostable material from solid waste and donate or self-haul the material to recycling facilities.
- Subscribe to a recycling service with their waste hauler in the service area.
- Provide recycling service to their tenants (if commercial or multifamily complex).
- Demonstrate compliance with the requirements of California Code of Regulations Title 14.

Furthermore, the Project would implement the requirements of the City's Integrated Waste Department's Refuse & Recycling Planning Manual on refuse and recycling storage and access for service, as well as addressing the City's recycling goals. The requirements of Chapter 3, Integrated Waste Management, of the MC would also be implemented to ensure that the Project complies with all applicable State and federal laws, including, but not limited to, the Integrated Waste Management Act of 1989. A construction waste management plan would be submitted and implemented in compliance with Section 4.408 of the CALGreen Code. Therefore, a less than significant impact will occur as the Project would not generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals.

Conclusion

As noted above, the Project would not generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals. Furthermore the Project would comply with federal, state, and local management and reduction statutes and regulations related to solid waste. The proposed Project Specific Plan proposes the same land uses as contained in the City's TOP 2050. Impacts would be less than significant. No mitigation is required other than compliance with applicable plans, policies, and programs, including the proposed Project Specific Plan and TOP 2050.[15]

Mitigation Measures

No mitigation is necessary.

[15] Ibid.

4.17.7 Cumulative Impacts

The area considered for cumulative water supply impacts is the City. Other projects in the service area would increase water demands. The City forecasts that it will have sufficient water supplies in its service area over the 2020 to 2040 period (see "Water Demand" under Impact 4.17-2). Other projects of certain sizes and types that would meet the requirements of SB 610 would be required to have a WSA prepared to show reliability of water supplies for the project, considering normal, single dry, and multiple dry years over a 20-year horizon. Cumulative impacts would be less than significant, and Project impacts would not be cumulatively considerable. Additionally, future projects would be served by existing and planned future water infrastructure and facilities, as planned within the City's Water Master Plan and no extensions or capacity expansions beyond the planned system would be required. Any future water infrastructure or facility would be constructed in compliance with City's Water and Sewer Design Development Guidelines and the OMC. Cumulative impacts would be less than significant, and Project impacts would not be cumulatively considerable.

The area considered for cumulative impacts to wastewater treatment is IEUA's RP-5 service area. The area considered for cumulative impacts to wastewater conveyance systems is the OR area. Future growth in the OR, in accordance with TOP, would result in increases in wastewater flow. These include increases in residential, office space, and mixed-use effluent. Expansion and/or capacity upgrades to the existing sewer collection lines would be required due to the change in land use in the OR. The Sewer Master Plan projects daily wastewater generation in line with land use changes associated with TOP. The sewer master plan presents preliminary sizes, alignments and construction cost estimates needed to mitigate existing drainage deficiencies and support future build-out conditions. Sewer collection system expansions would be based on the Sewer Master Plan and would be constructed with development in the OR. Through the use of connection fees and agreements, the IEUA is able to maintain and expand its wastewater collection system as necessary and is able to ensure that new developments pay their fair-share costs associated with increased demand. Therefore, there would be no significant cumulative impacts on wastewater collection.

The City wastewater effluent in the OR is directed mainly to RP-5. The 2035 projected quantities of wastewater that need to be treated at RP-5 is 18.4 mgd, an increase of 9.4 mgd from current production rates. The 20-year IEUA's CIP includes expanding the capacity of RP-5 to 22.5 mgd. The CIP also developed a capacity fee charged to new development to fund the needed capacity. Furthermore, IEUA annually prepares a wastewater treatment master plan and flow projections for all its contracting agencies, including the City. The IEUA improvement plan is sequenced considering the rate of development to ensure adequate treatment capacity exists at time of building permits but is phased to eliminate premature construction of unneeded capacity. Assuming the proposed plant expansions would be completed prior to increased urban development and the treatment of water at these plants would continue to meet the water quality standards of the Santa Ana RWQCB, there would be no significant cumulative impacts on wastewater treatment.

The area considered for cumulative impacts to electricity supplies and facilities is SCE's service area, and the area considered for natural gas is SoCalGas' service area. Forecast total electricity and natural gas

supplies for the respective service areas are identified above. Other projects would increase electricity and natural gas demands.

Electricity demand forecasts are based on climate zones; economic and demographic growth forecasts, and the California Department of Finance; forecast electricity rates; effects of reasonably foreseeable energy efficiency and energy conservation efforts; anticipated partial electrification of portions of the transportation sector, including increasing adoption of light-duty plug-in electric vehicles; demand response measures, such as electricity rates that increase during high-demand times of day; and effects of climate change.

Natural gas demand forecasts are based on economic outlook; California Public Utilities Commission–mandated energy efficiency standards and programs; renewable electricity goals; and conservation savings linked to Advanced Metering Infrastructure.

It is anticipated that electricity and natural gas demands by most other projects would be accounted for in the above-referenced demand forecasts. Other projects would be subject to independent CEQA review, including analysis of impacts to electricity and natural gas supplies. Implementation of all feasible mitigation measures would be required for any significant impacts identified. Cumulative impacts would be less than significant, and Project impacts would not be cumulatively considerable.

The area considered for cumulative impacts is the area serviced by the Badlands and the El Sobrante Landfills. Collectively, Badlands and El Sobrante Landfills have a remaining disposal capacity of approximately 160 million cubic yards and El Sobrante Landfill has a disposal capacity beyond the 15-year horizon, as required by AB 939. Thus, there is sufficient landfill capacity in the region for the cumulative increase in solid waste disposal. Cumulative impacts would be less than significant, and Project impacts would not be cumulatively considerable.

4.17.8 Significant Unavoidable Impacts

No significant unavoidable impacts have been identified.

4.17.9 References

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5.0 OTHER CEQA CONSIDERATIONS

This section of the Draft Environmental Impact Report (EIR) provides a discussion of additional California Environmental Quality Act (CEQA) impact considerations, including Significant Irreversible Environmental Changes and Growth-inducing Impacts.

5.1 Significant and Irreversible Environmental Changes

Section 15126.2(c) of the State CEQA Guidelines requires that an EIR describe any significant irreversible environmental changes that would be caused by the proposed project should it be implemented. Specifically, the State CEQA Guidelines state:

> *"Uses of nonrenewable resources during the initial and continued phases of the project may be Primary impacts and, particularly, secondary impacts (such as highways improvement which provides access to a previously inaccessible area) generally commit future generations to similar uses. Also, irreversible damage can result from environmental accidents associated with the project. Irretrievable commitments of resources should be evaluated to assure that such current consumption is justified."*

Generally, a project would result in significant irreversible environmental changes if:

- The primary and secondary impacts would generally commit future generations to similar uses;
- The project would involve a large commitment of nonrenewable resources;
- The project would involve uses in which irreversible damage could result from any potential environmental accidents associated with the project; or
- The proposed irretrievable commitments of nonrenewable resources are not justified (e.g., the project involves the wasteful use of energy).

In the case of the proposed Euclid Mixed Use Specific Plan Project (Project), its implementation would involve a land use, development, and implementation framework to support up to a maximum build-out of 1,676,887 square feet (sf) of business park and mixed-use land uses, in addition to up to 466 residential units and associated onsite and off-site infrastructure improvements within the City of Ontario (City). Significant irreversible changes that would be caused by implementation of the Project would be:

- Construction activities that would entail the commitment of nonrenewable and/or slowly renewable energy resources; human resources; and natural resources such as lumber and other forest products, sand and gravel, asphalt, steel, copper, lead, other metals, water, and fossil fuels.
- Operation that would require the use of natural gas and electricity, petroleum-based fuels, fossil fuels, and water. The commitment of resources required for the operation of the Project would limit the availability of such resources for future generations or for other uses during the life of the Project.
    - Increased traffic on area roadways (see ***Section 4.15: Transportation and Traffic***);
    - Emissions of air pollutants associated with operations (see ***Section 4.3: Air Quality***); and

  - Consumption of non-renewable energy associated with operation of the Project due to the use of automobiles, lighting, heating and cooling systems, and appliances (see ***Section 4.6: Energy***, and ***Section 4.8: Greenhouse Gas Emissions***).

- An increased commitment of social services and public maintenance services (e.g., police, fire, sewer, and water services) would also be required. The energy and social service commitments would be long-term obligations in view of the low likelihood of returning the land to its original condition once it has been developed.
- Employment growth related to Project implementation would increase vehicle trips over the long term. Emissions associated with such vehicle trips would continue to contribute to the South Coast Air Basin's (SCAB) nonattainment designations for ozone, particulate matter (PM_{10} and $PM_{2.5}$), under the California and National Ambient Air Quality Standards (CAAQS and NAAQS, respectively), and nonattainment for nitrogen dioxide (NO_2) under the CAAQS.

Given the low likelihood that the land would revert to lower intensity uses or to its current form, the Project would generally commit future generations to these environmental changes. However, as discussed in ***Section 3.0: Project Description***, the Project is committed to sustainable design strategies that integrate principles of environmental stewardship into the design and construction process. Appropriate strategies would be determined for each phase of the Project. Strategies include, but are not limited to:

Sustainable Construction & Technology Concepts

- Design and construct energy-efficient buildings to reduce air, water, and land pollution and environmental impacts from energy production and consumption.
- Employ passive design including skylights, building orientation, landscaping, and strategic colors to improve building energy performance.
- Reduce the heat island effect by providing shade structures and trees that produce large canopies. In addition, choose roof and paving materials that possess a high level of solar reflectivity.
- Use recycled and other environmentally-friendly building materials wherever possible.
- Incorporate skylights into at least two percent of warehouse/distribution building roof area to provide natural light and reduce electric lighting demand.
- Use energy-efficient light-emitting diode (LED) (or similar) products.
- Provide interior or exterior bicycle storage consistent with the California Green Building Standards Code.
- Use drought-tolerant landscaping with drip irrigation and include plantings such as trees, shrubs, groundcovers and/or vines. Optional amenities include benches, trellises, thematic fencing, and decorative walkways.
- Employ high-performance dual-pane window glazing in office storefronts.

Water Quality

- Utilize landscape areas including retention/infiltration swales and basins, or employ bio-treatment when infiltration is infeasible, as required by the San Bernardino County Municipal Separate Storm Sewer System Permit and Water Quality Management Plan.
- Select native and drought-tolerant plants to reduce water demand.
- Integrate permeable pavement and perforated curbs throughout the Project area as feasible to allow stormwater to enter planter areas, assist with filtration, and control runoff.
- Use captured runoff to augment irrigation systems whenever possible.
- Employ irrigation systems that respond to changing weather conditions, irrigate by hydro zone, and use micro-irrigation techniques.
- Use recycled water to irrigate landscape areas and for other appropriate uses. The use of recycled water for certain purposes is required by the City Recycled Water Master Plan.

The commitment of resources to the Project is not unusual or inconsistent with projects of this type and scope. However, once these commitments are made, it is improbable that the Project area would revert back to its current condition. Thus, the Project would result in significant irreversible changes to the environment throughout the lifespan of the structures.

5.2 Growth Inducing Impacts

Pursuant to Sections 15126(d) and 15126.2(d) of the CEQA Guidelines, this section is provided to examine ways in which the Project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment. To address this issue, potential growth-inducing effects will be examined through analysis of the following questions:

- Would this project remove obstacles to growth, e.g., through the construction or extension of major infrastructure facilities that do not presently exist in the project area, or through changes in existing regulations pertaining to land development?
- Would this project result in the need to expand one or more public services to maintain desired levels of service?
- Would this project encourage or facilitate economic effects that could result in other activities that could significantly affect the environment?
- Would approval of this project involve some precedent-setting action that could encourage and facilitate other activities that could significantly affect the environment?

Please note that growth-inducing effects are not to be construed as necessarily beneficial, detrimental, or of little significance to the environment. This issue is presented to provide additional information on ways in which this Project could contribute to significant changes in the environment, beyond the direct consequences of developing the land use concept examined in the preceding sections of this Draft EIR.

1. ***Would this project remove obstacles to growth, e.g., through the construction or extension of major infrastructure facilities that do not presently exist in the project area, or through changes in existing regulations pertaining to land development?***

The removal of a physical obstacle to growth, such as the construction or extension of major infrastructure facilities that are not presently in the area, would be considered a potentially growth inducing impact. As discussed in ***Section 3.0: Project Description***, ***Section 4.15: Transportation***, and ***Section 4.17: Utilities and Service Systems***, the Project would include various new infrastructure improvements onsite and off-site, including water, wastewater, storm drain facilities, roadway improvements, and dry utilities (natural gas, electricity, telecommunications).

Implementation of the Project would require the construction and improvement of roadways and extension of major infrastructure into areas off-site that would facilitate additional planned growth pursuant to The Ontario Plan (TOP) 2050. Although the infrastructure improvements are planned for in the City's master plans, the improvements would allow further development to occur within the Ontario Ranch area. The Project is consistent with TOP 2050 and its associated Final Supplemental EIR, which evaluated long-term implications associated with the site's land use designations. Therefore, the Project would remove obstacles to growth to accommodate the demands of this Project at full buildout, which could allow for future development in the area once adequate infrastructure is in place and would be considered growth inducing.

2. ***Would this project result in the need to expand one or more public services to maintain desired levels of service?***

As the City continues to develop, it requires the further commitment of public services in the form of fire protection, police services, and other public facilities. As discussed in ***Section 4.14: Public Services***, none of the public service agencies consulted during the preparation of this Draft EIR indicated that the proposed Project would necessitate the immediate expansion of their existing resources in order to maintain desired levels of service. The Project is consistent with TOP 2050 and its associated Final Supplemental EIR, which evaluated long-term implications associated with the site's land use designations. The Project would not, therefore, have significant growth-inducing consequences with respect to public services.

3. ***Would this project encourage or facilitate economic effects that could result in other activities that could significantly affect the environment?***

During Project construction, a number of design, engineering, and construction-related jobs would be created. However, construction related jobs would not result in a significant population increase because they would be filled by workers in the region and the construction phase would be temporary.

As discussed in ***Section 4.13: Population and Housing***, the Project would result in the creation of approximately 1,655 new long-term jobs (***Table 4.13-6: Project Generated Employment***). As the number of employees in the Project area grows, these employees would seek shopping, entertainment, auto maintenance, and other economic opportunities in the surrounding area. This would facilitate economic

goods and services and could, therefore, encourage the creation of new businesses and/or the expansion of existing businesses to address these economic needs.

However, the increase in opportunities for employees would not create substantial growth inducement because it would improve the jobs-housing ratio, growth could be accommodated within regional and local projections, and jobs would be filled by the local workforce. As stated in ***Section 4.13: Population and Housing***, the proposed Project would result in an improvement in the jobs-household balance, which is currently in a housing-rich area. The majority of new jobs that would be created by implementation of the Project would be positions that do not require a specialized workforce, and this type of workforce exists in the City and surrounding areas. Thus, due to the availability of a workforce within the City, it is anticipated that new jobs would be filled by people within the City and the immediately surrounding communities and would not induce an unanticipated influx of new labor into the City. Although, the proposed Project would result in new permanent employment opportunities and stimulate economic activity, it would meet future employment demands anticipated in SCAG's regional growth projections. Lastly, the Project is consistent with TOP 2050 and its associated Final Supplemental EIR, which evaluated long-term implications associated with the site's land use designations. Overall, the Project would not result in increased levels of growth that would otherwise not occur. Therefore, the Project would not encourage or facilitate economic effects that could significantly affect the environment.

4. ***Would approval of this project involve some precedent-setting action that could encourage and facilitate other activities that could significantly affect the environment?***

The Project consists of a Specific Plan to allow for business park and mixed-use development on 18 parcels covering 84.1 acres in the City. The development would include up to 290,110 square feet of commercial retail/office uses, up to 466 residential units, and 1,386,777 square feet of business park. Pressures to develop other land in the surrounding area would derive from regional economic conditions and market demands for housing, commercial, and mixed-use land uses that are not directly or indirectly influenced by zoning actions on a particular property. Lastly, the Project is consistent with TOP 2050 and its associated Final Supplemental EIR, which evaluated long-term implications associated with the site's land use designations. Approval of the proposed Project would not, therefore, involve a precedent-setting action that could be applied to other properties and thereby encourage or facilitate growth that would not otherwise occur.

Environmental Impacts of Induced Growth

As described above, implementation of the proposed Project would provide development to accommodate City forecasted employment demands. All physical environmental effects from construction of development have been analyzed in all technical sections of this Draft EIR. For example, activities such as excavation, grading, and construction as required for the proposed business park and mixed-use uses were analyzed in the ***Sections 4.3: Air Quality; 4.8: Greenhouse Gas Emissions***; ***4.12: Noise***; and ***4.15: Transportation and Traffic***. Therefore, construction of the Project has been analyzed in this Draft EIR and would be adequately mitigated either through implementation of Plans, Programs, and Policies (PPPs) and/or mitigation measures contained in ***Section 4.1: Aesthetics***, through ***Section 4.17: Utilities and Service Systems***, of this Draft EIR.

6.0 T ME ALTERNATIVES

6.1 Introduction

Purpose and Scope

The California Environmental Quality Act (CEQA) requires that an Environmental Impact Report (EIR) include a discussion of reasonable project alternatives that would "feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any significant effects of the project and evaluate the comparative merits of the alternatives" (State CEQA Guidelines Section 15126.6[a]). As required by CEQA, this section identifies and evaluates potential alternatives to the Project.

Section 15126.6 of the State CEQA Guidelines explains the foundation and legal requirements for the alternative's analysis in an EIR. Key provisions are:

- [T]he discussion of alternatives shall focus on alternatives to the Project or its location which are capable of avoiding or substantially lessening any significant effects of the Project, even if these alternatives would impede to some degree the attainment of the Project objectives or would be more costly." (Section 15126.6[b])
- "The specific alternative of 'no project' shall also be evaluated along with its impact." (Section 15126.6[e][1])
- "The no project analysis shall discuss the existing conditions at the time the notice of preparation is published, or if no notice of preparation is published, at the time environmental analysis is commenced, as well as what would be reasonably expected to occur in the foreseeable future if the project were not approved, based on current plans and consistent with available infrastructure and community services. If the environmentally superior alternative is the 'no project' alternative, the EIR shall also identify an environmentally superior alternative among the other alternatives." (Section 15126.6[e][2])
- "The range of alternatives required in an EIR is governed by a 'rule of reason' that requires the EIR to set forth only those alternatives necessary to permit a reasoned choice. The alternatives shall be limited to ones that would avoid or substantially lessen any of the significant effects of the project." (Section 15126.6[f])
- "Among the factors that may be taken into account when addressing the feasibility of alternatives are site suitability, economic viability, availability of infrastructure, general plan consistency, other plans or regulatory limitations, jurisdictional boundaries…, and whether the proponent can reasonably acquire, control or otherwise have access to the alternative site (or the site is already owned by the proponent)" (Section 15126.6[f][1]).
- "Only locations that would avoid or substantially lessen any of the significant effects of the project need be considered for inclusion in the EIR." (Section 15126.6[f][2][A])
- "An EIR need not consider an alternative whose effect cannot be reasonably ascertained and whose implementation is remote and speculative." (Section 15126.6[f][3])

For each development alternative, this analysis:

- Describes the alternative.
- Analyzes the impact of the alternative as compared to the Project.
- Identifies the impacts of the Project that would be avoided or lessened by the alternative.
- Assesses whether the alternative would meet most of the basic Project objectives.
- Evaluates the comparative merits of the alternative and the Project.

According to Section 15126.6(d) of the State CEQA Guidelines, "[i]f an alternative would cause…significant effects in addition to those that would be caused by the project as proposed, the significant effects of the alternative shall be discussed, but in less detail than the significant effects of the project as proposed."

Project Objectives

As described in ***Section 3.0: Project Description***, the following objectives have been established for the Project and would aid decision makers in their review of the Project, the Project alternatives and associated environmental impacts.

- **Objective 1:** Create a professional, well-maintained, and attractive environment for the development of a vibrant Mixed-Use development along Edison Avenue and a multi-purpose business park complex.
- **Objective 2:** Provide the entitlement and framework for office retail development and multiple family residential units.
- **Objective 3:** Provide the entitlements and framework for the development of business park uses.
- **Objective 4:** Provide employment opportunities for the surrounding community.
- **Objective 5:** Facilitate the implementation of roads, utilities, and other infrastructure investments that will be sufficiently sized to serve the Project site.
- **Objective 6:** Expand Ontario's retail, office and business park uses in proximity to local airports and regional transportation networks.
- **Objective 7:** Create an economic driver for future growth in the western portion of Ontario Ranch that acts as a catalyst for the development of infrastructure improvements in the area and implementation of the City's long term planning vision.
- **Objective 8:** Provide opportunities for residents to live, work and shop within close proximity.
- **Objective 9:** Provide a logical extension of planned community trails and bikeways.

6.2 Alternatives to the Project

Based on the Project objectives listed above, the following three alternatives have been determined to represent a reasonable range of alternatives which have the potential to feasibly attain most of the basic objectives of the Project, but which may avoid or substantially lessen any of the significant effects of the Project. These alternatives are analyzed in detail in the following sections.

- No Project/No Build Alternative
- No Project/Existing General Plan Alternative
- Reduced Intensity Alternative

An EIR must identify an "environmentally superior" alternative and where the No Project Alternative is identified as environmentally superior, the EIR is then required to identify as environmentally superior an alternative from among the others evaluated. Each alternative's environmental impacts are compared to the Project and determined to be environmentally superior, neutral, or inferior. ***Section 6.6, Environmentally Superior Alternative,*** identifies the Environmentally Superior Alternative.

6.3 Alternatives Rejected as Infeasible

The following is a discussion of the land use alternatives considered during the scoping and planning process and the reasons why they were not selected for detailed analysis in this Draft EIR.

Alternative Development Areas

CEQA requires that the discussion of alternatives focus on alternatives to the Project or its location that are capable of avoiding or substantially lessening any significant effects of the Project. The key question and first step in the analysis is whether any of the significant effects of the Project would be avoided or substantially lessened by putting the Project in another location. Only locations that would avoid or substantially lessen any of the significant effects of the Project need be considered for inclusion in the EIR (State CEQA Guidelines Section 15126[5][B][1]). In addition, an alternative site need not be considered when implementation is "remote and speculative," such as when the alternative site is beyond the control of a project applicant.

There are no suitable alternative sites within the control of the Project Applicant. In the event land could be purchased of suitable size and developmental characteristics, based on the known general conditions in the southern portion of the City, an alternative site would likely have similar impacts as the Project. Given the size and nature of the Project and the Project objectives, it would be impractical and infeasible to propose the Project on an alternate site in the area with fewer environmental impacts.

Additionally, other land in the vicinity of the Project site or within the southern portion of the City are similarly used for agricultural purposes and include agricultural soils. The loss of Prime Farmland would still occur with an alternative site. Given the size and type of the Project, a similarly sized project and use elsewhere in the South Coast Air Basin (SCAB) would result in the same Project-level and cumulative air quality and greenhouse gas (GHG) emission impacts. Vehicle miles traveled (VMT) is not likely to be changed by a different location. Also, an alternative site would have similar traffic impacts in other jurisdictions that would be significant and unavoidable because the City cannot guarantee implementation of improvements outside of its jurisdiction. Therefore, analysis of an alternative site for the proposed 290,110 square feet of commercial retail/office uses, up to 466 residential units, and 1,386,777 square feet of business park uses is neither meaningful nor necessary, because the significant impacts resulting from the Project would not be avoided or substantially lessened by its implementation.

6.4 Analysis of Alternatives to the Proposed Project

No Project/No Build Alternative

Section 15126.6(e) of the State CEQA Guidelines requires analysis of the No Project Alternative. In accordance with the State CEQA Guidelines, the No Project/No Build Alternative for a development project on an identifiable property consists of the circumstance under which the Project does not proceed as provided by Section 15126.6(e)(3)(B) of the State CEQA Guidelines. Section 15126.6(e)(3)(B) provides that, "In certain instances, the no project alternative means 'no build' wherein the existing environmental setting is maintained." Under the No Project/No Build Alternative, the Project would not be developed, and no new development would occur; however, the existing conditions would remain in operation.

The Project site is occupied by agricultural uses, including the raising of livestock, dairy farming activities, and a commercial nursery. The majority of the site exists as fallow or cultivated fields. There is a private recreational vehicle facility in the southwestern portion of the site and a scrap yard at the intersection of Euclid Avenue and Edison Avenue. Numerous single family residential structures, as well as agricultural related buildings and open structures are located within the Project site. Two Southern California Edison (SCE) easements extend across the Project site. No structures are located within the SCE easements; however, they have been used for various agricultural uses historically. The agricultural uses, SCE easements, structures, and single-family residential uses would remain. Accordingly, the No Project/No Build Alternative provides a comparison between the environmental impacts of the Project as compared to the current environmental conditions, resulting from not approving or denying the Project.

Aesthetics

Under the No Project/No Build Alternative, the visual character and quality of the Project site would be maintained in its existing condition. No new structures, landscaping, or lighting would be introduced on the Project site. The No Project/No Build Alternative would not have the potential to conflict with the character or quality of existing and planned development surrounding the Project site and would not create a new source of substantial light or glare that would impact nighttime views in the area. No impacts related to aesthetics would occur under the No Project/No Build Alternative. Therefore, under this Alternative, impacts regarding aesthetics, light, and glare would be reduced when compared to the Project.

Agriculture and Forestry Resources

The No Project/No Build Alternative would continue the existing agricultural uses on the Project site. Implementation of the No Project/No Build Alternative would avoid the significant and unavoidable impacts to agricultural and forestry resources that would occur from implementation of the proposed Project and impacts would be reduced compared to the proposed Project. No future development areas would be developed under this alternative; therefore, impacts would be reduced compared to the proposed Project.

Air Quality

Under the No Project/No Build Alternative, no new development would occur, and no construction or demolition activities and related emissions would occur. In addition, by maintaining existing dairy, agricultural, and residential uses throughout the Project site, the increase in operational traffic-related air emissions would not occur. Therefore, overall air quality impacts would be reduced, and the significant and unavoidable construction-related and operational-related emission impacts would be eliminated. Further, this alternative would eliminate significant and unavoidable impacts related to inconsistency with the Air Quality Management Plan (AQMP). No impacts related to air quality would occur under the No Project/No Build Alternative. Therefore, impacts under the No Project/No Build Alternative would be reduced compared to the Project.

Biological Resources

The No Project/No Build Alternative would continue the existing agriculture and residential uses on the Project site. No grading or development would occur under this alternative, and there would be no potential impacts to sensitive wildlife species and migratory and nesting birds that may be present on the Project site. Therefore, the No Project/No Build Alternative would avoid all on- and off-site disturbances. Phase I of the Project would have a less than significant impact on biological resources after implementation of mitigation measures. However, because the extent of impacts within the Phase II area cannot be known at this time, Project impacts relating to biological resources within the Phase II area are considered potentially significant and unavoidable even with the implementation of recommended mitigation. Therefore, impacts under this alternative would be reduced compared to the proposed Project.

Cultural Resources

The No Project/No Build Alternative would continue the existing agriculture and residential uses on the Project site. No grading or development would occur under this alternative, and there would be no potential impacts to historical resources or subsurface archaeological resources that may exist beneath the ground surface. Additionally, the three historic Milk Parlors would not be removed under the No Project/No Build Alternative. Therefore, the alternative would avoid the Project's significant impact on historic resources and would avoid the Project's less than significant with mitigation incorporated impacts on archaeological resources. Impacts would be reduced compared to the proposed Project.

Energy

Under this alternative, no demolition of existing structures or construction of new buildings would occur. Therefore, energy demand for electricity, natural gas and fuel consumption would remain as is, and no impact would occur under this alternative. The Project would have a less than significant impact on energy. Compared to the proposed Project, impacts on energy would be reduced.

Geology and Soils

No new construction activities, including demolition and grading, would occur under the No Project/No Build Alternative. Therefore, impacts concerning seismic ground shaking, liquefaction, lateral spreading, subsidence, or collapse within the Project site would not occur. However, the buildings and structures

that exist on the Project site were built before current seismic safety codes; therefore, by retaining older buildings and structures, this alternative could expose some people to greater hazards from strong seismic ground shaking than the proposed Project. Phase I of the Project would have a less than significant impact on geological hazards after implementation of mitigation measures. Despite the potentially significant and unavoidable geological impacts, development within the Phase II area would remove the hazards posed by the existing buildings and structures. However, because the extent of impacts within the Phase II area cannot be known at this time, Project impacts relating to geological hazards within the Phase II area are considered potentially significant and unavoidable even with the implementation of recommended mitigation. Therefore, impacts under the alternative would be greater than the Project for geological hazards.

This alternative would not result in impacts to paleontological resources since no grading would occur. Therefore, the paleontological resources impacts under the No Project/No Build Alternative would be reduced compared to the Project.

Greenhouse Gas Emissions

Under the No Project/No Build Alternative, no new development would occur, and no construction, demolition, or operational activities would generate GHG emissions. Under the No Project/No Build Alternative the existing, minimal emissions would continue. These emissions would be incorporated and accounted for in the City's long-range planning efforts and would therefore act as a baseline for the City's air quality goals. Furthermore, this alternative would not increase GHG emissions by 24,271 $MTCO_2e$ per year, unlike the proposed Project and would avoid the proposed Project's significant and unavoidable impacts. Therefore, impacts under the No Project/No Build Alternative would be reduced compared to the Project.

Hazards and Hazardous Materials

Because no development would occur under the No Project/No Build Alternative, no impacts related to hazards or hazardous materials would occur. Under this alternative, fuels, lubricants, and greases in construction equipment and coatings would not be utilized. The fallow or cultivated fields, private recreational vehicle facility, scrap yard, agricultural related buildings, and residential structures would remain on-site. The agricultural uses and contaminated soils would remain on-site. Although this alternative would avoid the Project's potential effects related to hazards and hazardous materials, no cleanup of contaminated soils would occur as a result of the Project. Phase I of the Project would have a less than significant impact related to hazards and hazardous materials after implementation of mitigation measures. However, because the extent of impacts within the Phase II area cannot be known at this time, Project impacts relating to hazards and hazardous materials within the Phase II area are considered potentially significant and unavoidable even with the implementation of recommended mitigation. While portions of the Project would have a significant and unavoidable impact on hazards and hazardous materials with mitigation incorporated, remediation of on-site contamination is a benefit of the proposed Project that would not be realized under this alternative. Therefore, hazards and hazardous materials impacts would be greater under the alternative than compared to the proposed Project.

Hydrology and Water Quality

Clearing, grading, excavation, and construction activities associated with the Project have the potential to impact water quality through soil erosion and increasing the amount of silt and debris carried in runoff. Existing water quality conditions, groundwater supplies, drainage patterns, and runoff water amounts would remain "as is" under this alternative because no new development would occur and no new sources of water pollutants from either the construction or operation phases of development to the Project would be introduced. Additionally, this alternative would not require off-site storm drain facility improvements required by the proposed Project. However, this alternative would not include installation of new low-impact development (LID), source control, site design, and treatment control best management practices (BMPs) to minimize runoff and water pollution, which would occur under the proposed Project. Under existing conditions, stormwater leaving the site would not be filtered and would continue to contain sediment and other potential pollutants associated with the dairy, agricultural, and residential uses and the water quality improvements that would occur under the proposed Project would not occur, therefore hydrology and water quality impacts would be greater compared to the proposed Project.

Land Use and Planning

The No Project/No Build Alternative would continue the existing agriculture and residential uses. The proposed Project is consistent with The Ontario Plan (TOP) 2050 land use designations for the site and would result in a less than significant impact. However, under the No Project/No Build Alternative, the existing agriculture and residential uses would be inconsistent with the TOP 2050 land use designations for business park and mixed-use uses. Therefore, impacts under this alternative would be greater compared to the proposed Project.

Noise

The No Project/No Build Alternative would not result in construction; therefore, would not generate any noise or vibration associated with construction. Mobile-source and stationary noise volumes would be lower under this alternative compared to the proposed Project, given the lack of urban development, and associated vehicular traffic noise; noise from business park and mixed-use uses; heating, ventilation, and air conditioning (HVAC) equipment; and other noise sources. Therefore, impacts under this alternative would be reduced compared to the proposed Project.

Population and Housing

The No Project/No Build Alternative would continue the existing agriculture and residential uses. Employment growth would not occur under the No Project/No Build Alternative because no new businesses or other infrastructure would be constructed. Employees on the Project site would remain as is under this alternative, and the alternative would have no impact to population and housing. The employment growth under the proposed Project was determined to be within the growth projections for the area and impacts to population and housing were determined to be less than significant, but would still result in more residential uses and employment opportunities compared to the No Project/No Build Alternative. Therefore, population and housing impacts under this alternative would be reduced compared to the proposed Project.

Public Services

The existing number of residents and workers on the Project site would remain under the No Project/No Build Alternative. There would be no increase in demand for fire or police services, and the alternative would have no impact on public services. Although the proposed Project's impacts related to fire and police services were determined to be less than significant, the public services impacts would be reduced under this alternative compared to the proposed Project.

Transportation and Traffic

The No Project/No Build Alternative would continue the existing agriculture and residential uses on the Project site. Under this alternative, no new employees or structures would be introduced on the Project site, and existing VMT would be maintained. Therefore, there would be no impacts under this alternative, and the less than significant traffic impacts that would occur from the proposed Project would be avoided. Impacts under this alternative would be reduced compared to the proposed Project.

Tribal Cultural Resources

The No Project/No Build Alternative would continue the existing agriculture and residential uses on the Project site. No grading or development would occur under this alternative, and there would be no potential impacts to tribal cultural resources that may exist beneath the ground surface. Therefore, the No Project/No Build Alternative would avoid site disturbances on the Project site and the Project's potential impacts to tribal cultural resources would not occur. Impacts under this alternative would be reduced compared to the proposed Project.

Utilities and Service Systems

The No Project/No Build Alternative would not demand more utilities or services than those currently servicing the Project site. No new development or employee increases would occur under the No Project/No Build Alternative and no new water or wastewater infrastructure would be constructed. No additional demand for regional water supplies would occur, and no additional wastewater would be conveyed to the regional wastewater treatment facilities. The alternative would have no impacts on utilities and service systems. Project operations would create a demand for water, and increase wastewater and solid waste generation, but impacts to utilities and service systems would be less than significant. Therefore, the impacts related to water supplies and wastewater would be reduced compared to the Project.

Similarly, no additional drainage infrastructure would be developed by the No Project/No Build Alternative, and runoff in the Project site would remain in its current condition and would not connect to or require capacity in the regional stormwater system. Solid waste generation would remain the same as existing conditions and increases in solid waste generation would not occur with the No Project/No Build Alternative. Furthermore, the demand on dry utilities would remain the same as existing conditions and increases in dry utilities would not occur with the No Project/No Build Alternative. There would be no impacts under the alternative. Therefore, impacts to utilities and service systems would be reduced compared to the proposed Project.

No Project/Existing General Plan Alternative

Section 15126.6(e) of the State CEQA Guidelines requires that an EIR evaluate and analyze the impacts of the "No-Project" Alternative. When the project is the revision of an existing land use or regulatory plan, policy or ongoing operation, the no-project alternative is the continuation of the plan, policy, or operation into the future. Therefore, under the No Project/Existing General Plan Alternative, the current General Plan land uses and zoning would remain in effect. Development in accordance with the existing General Plan and zoning would occur. According to Exhibit LU-01: Land Use Plan of TOP[1], the Project site is currently designated for development of Business Park (BP) (0.6 FAR) and Mixed-Use (MU) at 14.0 to 65.0 du/ac; 1.5 FAR office; 1.0 FAR retail. The existing zoning designation is Specific Plan (SP) Zoning District with an Agricultural (SP AG) Overlay.[2] The SP District designation requires approval of a specific plan by the City for urban development of the Project site. The Specific Plan will be the zoning for the Project site, consistent with TOP 2050.

Additionally, the southern portion of the Project site is within the Great Park Corridor. Sites within the Great Park Corridor are currently zoned Specific Plan (SP) Zoning District with an Agricultural Overlay (SP-AG), but no specific plan has been adopted, and they will be rezoned to SP-AG Affordable Housing (AH) for inclusion in the Affordable Housing Overlay District described within the City's Housing Element.[3] The SP-AG-AH Overlay will establish a minimum density of 20 du/ac, and allow the TOP 2050 designation to govern the maximum densities for each site. The Agriculture Overlay District will remain in place until the parcel is ready for development consistent with the TOP 2050 and Affordable Housing Overlay District. Property owners and developers alike have expressed interest in redeveloping this area, so existing agricultural operations are not expected to limit development potential. Sites in this area would have TOP 2050 designations of Medium Density Residential and Mixed-Use. Medium-Density Residential will allow a range of 20-30 du/ac for projects with at least 25 percent of units affordable to lower incomes, and a range of 20-25 du/ac for all other projects. Two different MU areas are proposed in this opportunity area, Mixed-Use Eucalyptus/Chino Airport (MU-EU) allowing 20-45 du/ac and Mixed-Use Great Park 20-65 du/ac respectively. With the TOP 2050 and zoning changes noted in Program 13, all sites identified support densities necessary to facilitate lower- and moderate-income housing development.[4]

Aesthetics

The No Project/Existing General Plan Alternative would have the same development area as the proposed Project. The existing dairy, agricultural, and residential uses would be removed from the Project site and replaced with buildings, parking lots, and landscaping characteristic of mixed-use and business park uses. However, the Specific Plan will be the zoning for the Project site, consistent with TOP 2050. Therefore, implementation of the No Project/Existing General Plan Alternative would result in less than significant impacts to aesthetics, similar to the proposed Project. Thus, impacts under this alternative would be the same compared to the proposed Project. All future development areas would be consistent with TOP 2050

[1] City of Ontario. 2022. LU-01 TOP Land Use Map. https://experience.arcgis.com/experience/99e7a1effa0242218701ac06ca387f9b. (accessed October 2022).
[2] City of Ontario. (2022). Zoning Map. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/Zoning%20Map/Zoning_20220415_Rev1.pdf. (accessed March 2023).
[3] City of Ontario. 2022. *TOP 2050, Housing Element, page H-282*. https://www.ontarioca.gov/about-ontario-ontario-plan-policy-plan/housing. (accessed July 2023).
[4] Ibid.

under this alternative and be zoned for urban uses rather than agricultural uses. Therefore, impacts under this alternative would be the same compared to the proposed Project.

Agriculture and Forestry Resources

The No Project/Existing General Plan Alternative would have the same development area as the proposed Project. The existing dairy, agricultural, and residential uses would be removed from the Project site. However, the Specific Plan will be the zoning for the Project site, consistent with TOP 2050. Therefore, implementation of the No Project/Existing General Plan Alternative would result in significant impacts to agricultural and forestry resources, similar to the proposed Project. Thus, impacts under this alternative would be the same compared to the proposed Project. All future development areas would be consistent with TOP 2050 under this alternative and be zoned for urban uses rather than agricultural uses. Therefore, impacts under this alternative would be the same compared to the proposed Project.

Air Quality

The No Project/Existing General Plan Alternative would generate a similar amount of employment-generating building square footage and would result in a similar number of employees. This alternative would result in up to 466 dwelling units, 1,517 residents, and 1,655 employees. The No Project/Existing General Plan Alternative would result in similar impacts to the proposed Project. Therefore, construction and operation related air quality emissions would be similar and would remain significant and unavoidable. All future development areas would be consistent with TOP 2050 under this alternative and be zoned for urban uses rather than agricultural uses. Therefore, impacts under this alternative would be the same compared to the proposed Project.

Biological Resources

The No Project/Existing General Plan Alternative would have the same overall impact area as the proposed Project. Impacts to sensitive wildlife species, and migratory and nesting birds would continue to occur, and similar mitigation measures from the Project would be implemented to reduce impacts to such resources to a less than significant level wherever feasible. Therefore, impacts would be similar when compared to the proposed Project.

All future development areas would be consistent with TOP 2050 under this alternative and be zoned for urban uses rather than agricultural uses. Therefore, impacts under this alternative would be the same compared to the proposed Project.

Cultural Resources

The No Project/Existing General Plan Alternative would have the same overall impact area as the proposed Project. The No Project/Existing General Plan Alternative would result in a similar potential to adversely affect any undiscovered archaeological resources on the Project site as the proposed Project and would result in a significant impact to historic resources. Grading or development would occur under this alternative, therefore there would be potential impacts to subsurface archaeological resources that may exist beneath the ground surface. This No Project/Existing General Plan Alternative would be similar to the Project's potential for disturbing human remains. Therefore, impacts under the No Project/Existing

General Plan Alternative would be similar compared to the Project. All future development areas would be consistent with TOP 2050 under this alternative and be zoned for urban uses rather than agricultural uses. Therefore, impacts under this alternative would be the same compared to the proposed Project.

Energy

The No Project/Existing General Plan Alternative would have the same overall impact area as the proposed Project. Therefore, building energy and fuel consumption would be similar to the proposed Project under this alternative and would result in a less than significant impact. All future development areas would be consistent with TOP 2050 under this alternative and be zoned for urban uses rather than agricultural uses. Therefore, impacts under this alternative would be the same compared to the proposed Project.

Geology and Soils

Under the No Project/Existing General Plan Alternative, grading and development of the Project site would still occur and would still result in exposing additional persons and structures in the Project area to risks associated with seismic ground shaking and geologic hazards. Therefore, the No Project/Existing General Plan Alternative would be required to meet the same regulatory requirements as the proposed Project. Impacts to geological hazards under the alternative would be similar to those associated with the proposed Project.

This alternative would result in a similar potential to adversely affect any undiscovered paleontological resources on the Project site on the proposed Project. However, like the proposed Project, mitigation measures would be required to reduce potential impacts to less than significant. Therefore, impacts to paleontological resources from the No Project/Existing General Plan Alternative would be similar to those associated with the proposed Project.

All future development areas would be consistent with TOP 2050 under this alternative and be zoned for urban uses rather than agricultural uses. Therefore, impacts under this alternative would be the same compared to the proposed Project.

Greenhouse Gas Emissions

The No Project/Existing General Plan Alternative would have the same overall impact area as the proposed Project. This alternative would result in up to 466 dwelling units, 1,517 residents, and 1,655 employees. The No Project/Existing General Plan Alternative would result in similar impacts to the proposed Project. Therefore, construction and operation related greenhouse gas emissions would be similar and would remain significant and unavoidable. All future development areas would be consistent with TOP 2050 under this alternative and be zoned for urban uses rather than agricultural uses. Therefore, impacts under this alternative would be the same compared to the proposed Project.

Hazards and Hazardous Materials

The No Project/Existing General Plan Alternative would have the same overall impact area as the proposed Project. The use and storage of hazardous materials would be regulated by the same federal, State, and local laws and permitting requirements as would be done by the proposed Project. In addition, this

alternative would include cleanup of contaminated soils that exist on the Project site during construction activities and would be required to implement the same type of mitigation measures that would be implemented for the proposed Project. No more severe impacts are anticipated under this alternative because the uses of the proposed Project would be similar to the uses identified in TOP 2050. All future development areas would be consistent with TOP 2050 under this alternative and be zoned for urban uses rather than agricultural uses. Therefore, impacts under this alternative would be the same compared to the proposed Project.

Hydrology and Water Quality

Under the No Project/Existing General Plan Alternative, the area of impervious surfaces would be similar compared to the proposed Project. Therefore, this alternative would result in similar runoff and potential for impacts to drainage, erosion, and water quality. This alternative would introduce new sources of water pollutants from construction and operation activities as well. However, this alternative would be required to include storm drain facility improvements, LID, source control, site design, and treatment control BMPs similar to the proposed Project. Overall, hydrology and water quality impacts would be less than significant. Therefore, the No Project/Existing General Plan Alternative would result in impacts to hydrology and water quality that are similar to those that would occur from the proposed Project.

All future development areas would be consistent with TOP 2050 under this alternative and be zoned for urban uses rather than agricultural uses. Therefore, impacts under this alternative would be the same compared to the proposed Project.

Land Use and Planning

The No Project/Existing General Plan Alternative would have the same overall impact area as the proposed Project. TOP 2050 designates the Project site for development of Business Park (0.6 FAR), and Mixed-Use at 14.0 to 65.0 du/ac; 1.5 FAR office; 1.0 FAR retail. This alternative would be consistent with TOP 2050 and zoning designations and would result in a less than significant impact. Therefore, the No Project/Existing General Plan Alternative would result in a less than significant impact, same as the proposed Project.

All future development areas would be consistent with TOP 2050 under this alternative and be zoned for urban uses rather than agricultural uses. Therefore, impacts under this alternative would be the same compared to the proposed Project.

Noise

The No Project/Existing General Plan Alternative would have the same overall impact area as the proposed Project. This alternative would result in up to 466 dwelling units, 1,517 residents, and 1,655 employees. Overall, there would be a similar impact compared to the proposed Project in total building square footage. Additionally, this alternative would result in a similar number of vehicle trips when compared to the proposed Project. The No Project/Existing General Plan Alternative would still implement similar mitigation to that of the proposed Project. Therefore, the alternative would result in a less than significant impact, same as the proposed Project. All future development areas would be consistent with TOP 2050

under this alternative and be zoned for urban uses rather than agricultural uses. Therefore, impacts under this alternative would be the same compared to the proposed Project.

Population and Housing

The No Project/Existing General Plan Alternative would increase employees and residents on the Project site. Under this alternative, the population, housing, and employment at buildout would be consistent with the City's growth projections identified in Southern California Association of Governments' (SCAG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). The addition of housing under this alternative would be consistent with TOP 2050. Growth associated with the proposed Project was also within growth projections. The proposed Project would involve the development of up to 466 residential units within Planning Area (PA) 3B consistent with TOP 2050. Impacts under the No Project/Existing General Plan Alternative would be less than significant, the same as the proposed Project. All future development areas would be consistent with TOP 2050 under this alternative and be zoned for urban uses rather than agricultural uses. Therefore, impacts under this alternative would be the same compared to the proposed Project.

Public Services

The No Project/Existing General Plan Alternative would introduce Business Park and Mixed-Use development to the area. This would generate new residents at the Project site which would increase the demand for public services, including fire and police. The proposed Project would have less than significant impacts to fire and police services. Similar to the Project, this alternative would require payment of fees, and compliance with applicable plans and regulations. This alternative would have the same environmental impacts as compared to the proposed Project.

All future development areas would be consistent with TOP 2050 under this alternative and be zoned for urban uses rather than agricultural uses. Therefore, impacts under this alternative would be the same compared to the proposed Project.

Transportation and Traffic

The Project is consistent with TOP 2050 land use designations. Therefore, under the No Project/Existing General Plan Alternative, transportation and traffic impacts would be similar when compared to the proposed Project due to the amount of vehicle trips associated with business park, office spaces, and residential uses. Additionally, the alternative would be required to implement similar roadway improvements as the Project. Therefore, impacts that could occur by the No Project/Existing General Plan Alternative would be similar to those associated with the proposed Project.

All future development areas would be consistent with TOP 2050 under this alternative and be zoned for urban uses rather than agricultural uses. Therefore, impacts under this alternative would be the same compared to the proposed Project.

Tribal Cultural Resources

The No Project/Existing General Plan Alternative would result in a similar potential to adversely affect tribal cultural resources on the Project site as the proposed Project, as this alternative would require the same ground disturbing activities as the Project. However, like the proposed Project, mitigation measures would be required to reduce potential impacts to less than significant. Therefore, impacts that could occur by the No Project/Existing General Plan Alternative would be similar to those associated with the proposed Project. All future development areas would be consistent with TOP 2050 under this alternative and be zoned for urban uses rather than agricultural uses. Therefore, impacts under this alternative would be the same compared to the proposed Project.

Utilities and Service Systems

The Project is consistent with the land use designations approved in TOP 2050. The No Project/Existing General Plan Alternative would result in similar impacts to utilities and service systems due to the Business Park and Mixed-Use land uses that comply with TOP 2050. This No Project/Existing General Plan Alternative would increase the demand for water and wastewater, solid waste services, and gas and electricity services compared to the Project sites existing conditions. Under the No Project/Existing General Plan Alternative, similar improvements to water or wastewater infrastructure would be constructed to accommodate the mixed-use and business park designations. Similar to the proposed Project, demand for regional water supplies would occur, and additional wastewater would be conveyed to the regional wastewater treatment facilities.

Similarly, additional drainage infrastructure would be developed by the No Project/ Existing General Plan Alternative, and runoff in the Project area site would increase and would connect to or require capacity in the regional stormwater system. Increases in solid waste generation would occur with the No Project/ Existing General Plan Alternative due to the mix of land uses allowed under the TOP 2050. Therefore, impacts to utilities and service systems would be similar compared to the proposed Project.

All future development areas would be consistent with TOP 2050 under this alternative and be zoned for urban uses rather than agricultural uses. Therefore, impacts under this alternative would be the same compared to the proposed Project.

Reduced Intensity Alternative

The Reduced-Intensity Alternative proposes a 25 percent reduction in building area of the proposed mixed-use and business park uses. Under this alternative, a total of 1,040,083 square feet of business park uses, and 217,582 square feet of commercial retail/office uses, and up to and approximately 350 residential units. The development impact area would generally remain the same as the Project. This alternative would generate approximately 1,242 employees. Access to the site would be similar to the Project with a reduction in the number of parking spaces. Given the infrastructure costs, including off-site improvements, a 25 percent reduction was considered aggressive and further reduction is likely not financially feasible.

Aesthetics

The Reduced-Intensity Alternative would develop the Project site for the same type of mixed-use and business park uses and have the same impact area to the proposed Project. The existing dairy, agricultural, and residential uses would be removed from the Project site and replaced with buildings, parking lots, and landscaping characteristic of mixed-use and business park uses. Construction-related impacts would be similar to the Project, as would light and glare impacts, although at slightly reduced intensity. Therefore, implementation of the Reduced-Intensity Alternative would result in less than significant impacts to aesthetics that would occur from implementation of the proposed Project. Thus, impacts under this alternative would be similar to those of the proposed Project.

All future development areas under the Reduced-Intensity Alternative would be developed with the same mixed-use and business park uses as the proposed Project, and therefore Impacts under this alternative would be similar to those of the proposed Project.

Agriculture and Forestry Resources

The Reduced-Intensity Alternative would develop the Project site for the same type of mixed-use and business park uses and have the same impact area to the proposed Project. The existing dairy, agricultural, and residential uses would be removed from the Project site. Therefore, implementation of the Reduced-Intensity Alternative would result in significant impacts to agricultural and forestry resources that would occur from implementation of the proposed Project. Thus, impacts under this alternative would be similar to those of the proposed Project.

All future development areas under the Reduced-Intensity Alternative would be developed with the same mixed-use and business park uses as the proposed Project, and therefore Impacts under this alternative would be similar to those of the proposed Project.

Air Quality

The Reduced-Intensity Alternative would develop the Project site for the same type of mixed-use and business park uses, but with less intensity than the proposed Project. Therefore, with similar mitigation incorporated, a reduced volume of construction activities and the related emissions would occur; however, the alternative would still result in a significant and unavoidable impact for Project operations-related air quality from NOx as they would remain above the SCAQMD's thresholds. In addition, the reduced amount of square footage that would be developed by this alternative would result in less stationary source emissions from equipment on-site and less transportation-related air emissions than the proposed Project. Therefore, overall air quality impacts would be reduced in comparison to the proposed Project. However, the volume of NO_X emissions from mobile sources generated by the Reduced-Intensity Alternative would remain significant and unavoidable due to the volume of trips that would occur from operation of 1,230,517 square feet of business park and mixed-use uses. With mitigation implemented, the air quality emissions would be reduced to approximately 135 pounds per day of NO_X generated for this alternative. The SCAQMD threshold for NO_X is 55 pounds per day. Therefore, significant and unavoidable impacts due to exceedance of NO_X emissions would continue to occur. Impacts under this alternative would be reduced compared to the proposed Project but would remain significant and

unavoidable. All future development areas under the Reduced-Intensity Alternative would be developed with the same mixed-use and business park uses as the proposed Project, and therefore Impacts under this alternative would be similar to those of the proposed Project.

Biological Resources

The Reduced-Intensity Alternative would continue to cover the same impact area as the Project site. Impacts to sensitive wildlife species and migratory and nesting birds would continue to occur, and similar mitigation measures would be implemented to reduce impacts to such resources to a less than significant level wherever feasible. Therefore, impacts would be similar to those of the proposed Project.

Cultural Resources

The Reduced-Intensity Alternative would result in similar impacts to existing historic resources with a potential to adversely affect any undiscovered historical or archaeological resources on the Project site. Grading or development would occur under this alternative, and there would be potential impacts to subsurface archaeological resources that may exist beneath the ground surface. Similar to the Project, significant and unavoidable impacts would occur to historical resources under the Reduced-Intensity Alternative. This Reduced-Intensity Alternative would be similar to the Project's potential for impacts to archaeological resources and disturbing human remains and would require similar mitigation. Therefore, impacts under the Reduced-Intensity Alternative would be similar compared to the Project.

Energy

Under this alternative, allowable building square footage would be reduced, and the associated energy demand would also be reduced by approximately 25 percent. Additionally, the reduction in vehicle trips associated with this alternative would reduce fuel consumption. Impacts under the alternative would remain less than significant. Construction and operational activities associated with this alternative would have reduced energy demand compared to the proposed Project and impacts under the alternative would be reduced compared to the proposed Project.

Geology and Soils

Grading and development of the Project site would still occur under the Reduced-Intensity Alternative. The new structures under this alternative would still result in additional persons and structures in the Project area that would be subject to risks associated with seismic ground shaking and geologic hazards. The Reduced-Intensity Alternative would be required to meet the same regulatory requirements as the proposed Project. Impacts to geological hazards would be similar to those of the Project.

Regarding paleontological resources, the alternative would have similar potential to adversely affect any undiscovered resources. This alternative would result in a similar potential to impact paleontological resources, and implementation of mitigation measures would reduce potential impacts to less than significant wherever feasible. Therefore, impacts to paleontological resources under the alternative would be similar to those of the proposed Project.

Greenhouse Gas Emissions

The Reduced-Intensity Alternative would develop the Project site for the same type of mixed-use and business park uses, but with less intensity than the proposed Project. Therefore, a reduced volume of construction activities and associated GHG emissions would occur. In addition, the reduced square footage would result in less stationary source emissions from equipment on-site, and less traffic related GHG emissions than the proposed Project. The proposed Project would result in the generation of approximately 24,271 $MTCO_2e$ per year, which would be reduced by approximately 25 percent to 18,204 $MTCO_2e$ per year under the Reduced-Intensity Alternative. This alternative would still result in significant and unavoidable GHG impacts, since it would exceed the threshold of 3,000 $MTCO_2e$ per year, and mitigation measures would not reduce emissions to less than significant levels. Therefore, the alternative would have a significant and unavoidable impact on GHG emissions, but would be reduced compared to the proposed Project.

Hazards and Hazardous Materials

The Reduced-Intensity Alternative would develop the Project site for the same type of mixed-use and business park uses, and therefore the same type of hazardous materials typically used for construction and operation of the proposed Project would be used under the Reduced-Intensity Alternative. Similarly, the use and storage of hazardous materials would be regulated by the same federal, State, and local laws and permitting requirements as would be done by the proposed Project. In addition, this alternative would include cleanup of contaminated soils that exist on the site during construction activities and would be required to implement the same type of mitigation measures proposed for the Project. Therefore, impacts under the alternative would be similar to those of the proposed Project.

All future development areas under the Reduced-Intensity Alternative would be developed with the same mixed-use and business park uses as the proposed Project, and therefore Impacts under this alternative would be similar to those of the proposed Project.

Hydrology and Water Quality

The Reduced-Intensity Alternative would reduce the total building square footage; however, the area of impervious surfaces would be similar compared to the proposed Project as the area would be paved. Therefore, this alternative would result in similar runoff and potential for impacts to drainage, erosion, and water quality. Like the proposed Project, this alternative would introduce new sources of water pollutants from construction and operation activities. Additionally, this alternative would be required to include storm drain facility improvements, LID, source control, site design, and treatment control BMPs. Overall, hydrology and water quality impacts would be less than significant. Therefore, the Reduced-Intensity Alternative would result in impacts to hydrology and water quality that are similar to those that would occur from the proposed Project.

Land Use and Planning

The Reduced-Intensity Alternative would still be consistent with TOP 2050 and the SCAG RTP/SCS policies. Furthermore, this alternative would comply to the City's Development code and airport plans. Therefore,

like the proposed Project, the Reduced-Intensity Alternative would result in a less than significant impact related to land use.

Noise

The Reduced-Intensity Alternative would develop the Project site for the same type of mixed-use and business park uses, but with less intensity than the proposed Project. Construction and operation noise impacts would be reduced under the Reduced-Intensity Alternative because this alternative would decrease the development area by 25 percent. Although construction of this alternative would still generate the same peak noise volumes and similar type and volume of construction noise as the proposed Project, the duration of construction and the associated noise would be slightly reduced compared to the Project (due to less total building square footage). Operational noise would also be slightly reduced under this alternative as traffic-generated and stationary noise sources would decrease in relation to the proposed Project. Noise impacts from the Reduced-Intensity Alternative would be less than significant and reduced compared to the proposed Project.

Population and Housing

Under the Reduced-Intensity Alternative, buildout would result in an approximate 25 percent reduction in residential units along with residents and employees on-site. Under this alternative, the population, housing, and employment at buildout would be consistent with the City's growth projections identified in SCAG's RTP/SCS. However, growth associated with the proposed Project was also within growth projections. Furthermore, the Reduced-Intensity Alternative would provide fewer employment opportunities. Overall, impacts to population and housing would remain less than significant with this alternative and reduced to the proposed Project.

Public Services

The Reduced-Intensity Alternative would develop the Project site for the same type of mixed-use and business park uses, but with less intensity than the proposed Project. This alternative would reduce buildout of the Project area by 25 percent compared to the proposed Project. This would reduce the number of residents and employees on the Project site. This alternative would reduce the amount of new residences on the Project site, which could lessen the demand on public services, such as fire and police protection services, schools, or other public facilities. Therefore, impacts would be less than significant with compliance of other applicable plans and regulations, and payment of fees. Overall, the need for public services would be reduced under this alternative compared to the proposed Project.

Transportation and Traffic

Construction and operation-related traffic and truck trips would be reduced under the Reduced-Intensity Alternative because this alternative would decrease the business park and mixed-use development area by 25 percent in comparison to the proposed Project. Transportation impacts are determined to be less than significant for the proposed Project, and therefore these impacts would remain less than significant under the Reduced-Intensity Alternative. Impacts would remain less than significant and overall traffic would be reduced compared to the proposed Project.

Tribal Cultural Resources

The Reduced-Intensity Alternative would result in similar impacts with a potential to adversely affect any undiscovered tribal cultural resources on the Project site. However, like the proposed Project, mitigation measures would be required to reduce the alternative's potential impacts on tribal cultural resources to less than significant. Therefore, impacts under the alternative would be similar to those associated with the proposed Project.

Utilities and Service Systems

The Reduced-Intensity Alternative would develop the Project site for the same type of mixed-use and business park uses, but with less intensity than the proposed Project. The Reduced-Intensity Alternative would reduce buildout of the Project site by 25 percent compared to the proposed Project. This would reduce the number of residents and employees on the Project site in relation to the proposed Project, and would therefore also reduce the demand for utilities and service systems.

The demand for regional water supplies and generation of wastewater and solid waste would be approximately 25 percent less than the proposed Project. Thus, the impacts related to water supplies, wastewater, and solid waste would result in less than significant impacts. Therefore, impacts under the alternative would be reduced compared to those of the proposed Project.

6.5 Comparison of Alternatives

No Project/No Build Alternative Conclusion

Ability to Reduce Impacts

The No Project/No Build Alternative would reduce impacts related to aesthetics, agriculture and forestry resources, air quality, biological resources, cultural resources, energy, geology and soils, GHG emissions, land use and planning, noise, population and housing, public services, transportation, tribal cultural resources, and utilities and service systems that would occur from implementation of the proposed Project. However, impacts related to hazards and hazardous materials, as well as hydrology and water quality would be greater under this alternative.

Ability to Achieve Project Objectives

Implementation of the No Project/No Build Alternative means that new development would not occur on the Project site, and none of the Project objectives would be achieved under this alternative. The No Project/No Build Alternative would not create a professional, well-maintained and attractive environment for the development of a vibrant Mixed-Use development along Edison Avenue and a multi-purpose business park complex (Objective 1); provide the entitlement and framework for a total of approximately 290,000 square feet of office retail development and a maximum of 466 residential units (Objective 2); provide the entitlements and framework for the development of approximately 1.39 million square feet of business park uses (Objective 3); provide employment opportunities for the surrounding community (Objective 4); facilitate the implementation of roads, utilities, and other infrastructure investments that will be sufficiently sized to serve the Project site (Objective 5); expand Ontario's retail, office and business park uses in proximity to local airports and regional transportation networks (Objective 6); create an

economic driver for future growth in the western portion of Ontario Ranch that acts as a catalyst for the development of infrastructure improvements in the area and implementation of the City's long term planning vision (Objective 7); provide opportunities for residents to live, work and shop within close proximity (Objective 8); and provide a logical extension of planned community trails and bike ways.

No Project/Existing General Plan Alternative Conclusion

Ability to Reduce Impacts

The No Project/Existing General Plan Alternative would result in similar impacts related to aesthetics, agriculture and forestry resources, air quality, biological resources, cultural resources, energy, geology and soils, GHG emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, noise, population and housing, public services, transportation, tribal cultural resources, and utilities and service systems would be similar compared to the proposed Project as the proposed Project is also consistent with TOP 2050.

Ability to Achieve Project Objectives

Implementation of the No Project/Existing General Plan Alternative would meet seven of the nine Project objectives as the proposed Project is consistent with TOP 2050. For example, this alternative would not provide the entitlement and framework for a total of approximately 290,000 sf of office retail development and a maximum of 466 residential units (Objective 2); and provide the entitlements and framework for the development of approximately 1.39 million sf of business park uses (Objective 3). The No Project/Existing General Plan Alternative would create a professional, well-maintained and attractive environment for the development of a vibrant Mixed-Use development along Edison Avenue and a multi-purpose business park complex (Objective 1); and it be an economic driver for future growth in the western portion of Ontario Ranch that acts as a catalyst for the development of infrastructure improvements in the area and implementation of the City's long term planning vision (Objective 7). This alternative would provide employment opportunities for the surrounding community (Objective 4); facilitate the implementation of roads, utilities, and other infrastructure investments that will be sufficiently sized to serve the Project site (Objective 5); expand Ontario's retail, office and business park uses in proximity to local airports and regional transportation networks (Objective 6); provide opportunities for residents to live, work and shop within close proximity (Objective 8); and provide a logical extension of planned community trails and bike ways (Objective 9).

TOP 2050 envisions the Ontario Ranch area will include housing, commercial and Business Park areas, parks, recreational uses, trails and bike links. Specific plans are required to guide development in Ontario Ranch to ensure the City objectives are achieved. The Euclid Mixed-Use Specific Plan, the proposed Project, is a major "next step," creating a specific plan to implement the vision outlined by the City of Ontario for the western portion of the Ontario Ranch area, formerly New Model Colony.

Reduced-Intensity Alternative Conclusion

Ability to Reduce Impacts

The Reduced-Intensity Alternative would result in similar impacts related to aesthetics, agriculture and forestry resources, air quality, biological resources, cultural resources, energy, geology and soils, GHG emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, and tribal cultural resources. The Reduced-Intensity Alternative would result in reduced impacts related to noise, population and housing, public services, transportation and traffic, and utilities and service systems due to the reduction in square footage, residents, employees, and associated vehicular trips.

Ability to Achieve Project Objectives

Implementation of the Reduced-Intensity Alternative would achieve the nine Project objectives, but not to the extent as would be achieved by the proposed Project. The Reduced-Intensity Alternative would create a professional, well-maintained and attractive environment for the development of a vibrant Mixed-use development along Edison Avenue and a multi-purpose business park complex (Objective 1); provide employment opportunities for the surrounding community (Objective 4); facilitate the implementation of roads, utilities, and other infrastructure investments that will be sufficiently sized to serve the Project site (Objective 5); expand Ontario's retail, office and business park uses in proximity to local airports and regional transportation networks (Objective 6); create an economic driver for future growth in the western portion of Ontario Ranch that acts as a catalyst for the development of infrastructure improvements in the area and implementation of the City's long term planning vision (Objective 7); provide opportunities for residents to live, work and shop within close proximity (Objective 8); and provide a logical extension of planned community trails and bike ways (Objective 9). However, the 25 percent project reduction would provide less housing and commercial uses. This alternative would not fully meet Objective 2 to provide the entitlement and framework for a total of approximately 290,110 square feet of office retail development and a maximum of 466 residential units. Furthermore, the 25 percent Project reduction would attract fewer or smaller businesses and less employment opportunities to area residents. In addition, the smaller development would provide less flexibility to meet the needs of an ever-changing business market. This alternative would not fully meet Objective 3 to provide the entitlements and framework for the development of approximately 1.39 million square feet of business park uses.

6.6 Environmentally Superior Alternative

CEQA requires a lead agency to identify the "environmentally superior alternative" and, in cases where the "No Project" Alternative is environmentally superior to the proposed Project, the environmentally superior development alternative must be identified. The Reduced Intensity Alternative has been identified as "environmentally superior" to the proposed Project.

Reduced-Intensity Alternative

The Reduced-Intensity Alternative has been identified as the environmentally-superior alternative because it would result in reduced impacts related to noise, population and housing, public services, transportation and traffic, and utilities and service systems and similar impacts related to agriculture and

forestry resources, air quality, biological resources, cultural resources, energy, geology and soils, GHG emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, and tribal cultural resources. However, the Reduced-Intensity Alternative would still result in significant and unavoidable impacts related to agricultural and forestry resources, air quality, cultural resources, GHG emissions, and transportation and traffic. Impacts related to aesthetics, biological resources, geology and soils, hazardous and hazardous materials, hydrology and water quality, and tribal cultural resources would be similar to the proposed Project.

CEQA does not require the lead agency (the City of Ontario) to choose the environmentally superior alternative. Instead, CEQA requires the City to consider environmentally superior alternatives, weigh those considerations against the environmental impacts of the proposed Project, and make findings that the benefits of those considerations outweigh the harm. “Among the factors that may be used to eliminate alternatives from detailed consideration in an EIR are: (i) failure to meet most of the basic project objectives, (ii) infeasibility, or (iii) inability to avoid significant environmental impacts” (State CEQA Guidelines Section 15126.6[c]).

7.0 EFFECTS FOUND NOT TO BE SIGNIFICANT

7.1 Introduction

California Public Resources Code (PRC) Section 21003 (f) states: "…it is the policy of the state that…[a]ll persons and public agencies involved in the environmental review process be responsible for carrying out the process in the most efficient, expeditious manner in order to conserve the available financial, governmental, physical, and social resources with the objective that those resources may be better applied toward the mitigation of actual significant effects on the environment." This policy is reflected in the California Environmental Quality Act (CEQA) Guidelines Section 15126.2(a), which states that "[a]n EIR [Environmental Impact Report] shall identify and focus on the significant environmental impacts of the Project" and Section 15143, which states that "[t]he EIR shall focus on the significant effects on the environment." State CEQA Guidelines Section 15128 requires that an EIR contain a statement briefly indicating the reasons that various possible significant effects of a project were determined not to be significant and were therefore not discussed in detail in the Draft EIR. This section briefly describes effects found to have no impact or a less than significant impact based on the analysis conducted during the Draft EIR preparation process.

7.2 Mineral Resources

Impact 7.2-1 ***Would the Project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?***

Impact 7.2-2 ***Would the Project result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?***

Level of Significance: Less Than Significant

Specific Plan – Phase I and Phase II Future Development Areas

There are no known mineral resources either on the Project site or in the immediate vicinity of the site that would be impacted by the Project. The Ontario Plan (TOP) 2050 does not identify any known or suspected mineral resources in the Project site that could be impacted. The Project is located in Mineral Resource Zone (MRZ) MRZ-3 as identified in the TOP 2050 Final Supplemental EIR Areas of Mineral Resource Significance figure.[1] Areas designated by the State of California Geologist as MRZ-3 include land that the significance of mineral deposits cannot be determined from the available data. Since there are no known mineral resources present that are of value to the State in the Project site, the Project would not impact mineral resources. Therefore, the Project would not result in a loss of availability of any locally important mineral resource and no impact would occur. Furthermore, the Project site has no known mineral resources of value to the region and residents of the City according to the TOP 2050.

[1] City of Ontario. 2022. *TOP 2050 Final Supplemental Environmental Impact Report, Figure 5.12-1 Areas of Mineral Resource Significant, page 5.12-3.* https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf. (accessed March 2023).

Therefore, the Project would not result in a loss of availability of any locally important mineral resource and no impact would occur.

Conclusion

As noted above, the Project will not result in significant mineral resource impacts, and the Project is consistent with existing City TOP 2050 and zoning designations. Therefore, no significant impacts would occur. No mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Specific Plan and TOP 2050.

Mitigation Measures

No mitigation is necessary.

7.3 Recreation

Impact 7.3-1 ***Would the Project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?***

Impact 7.3-2 ***Does the Project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?***

Level of Significance: Less Than Significant

Specific Plan – Phase I and Phase II Future Development Areas

The Project proposes 466 residential units along with business park and mixed-use land uses that would create additional demand for park and recreational facilities. The need for recreations amenities would be addressed through the Project's provision of multi-purpose trails along Euclid and Schaefer Avenues and public accessible sidewalks along Euclid, Schaefer and Sultana Avenues and Edison Avenue. Furthermore, the Project will comply with the City's Development Code Section 6.08.030: Park Dedication and In-Lieu Fee Regulations, to provide two acres of park per 1,000 residents onsite and pay an in-lieu fee for the equivalent of three acres of park per 1,000 residents for a total of five acres per 1,000 residents to ensure that recreational facilities are within walking distance of future residents within the Project area. With the development of the proposed open space, it is anticipated that the Project would not significantly increase the use of other nearby off-site neighborhood parks, regional parks, or recreational facilities.

Additionally, the Project would pay applicable park impact fees as established by the City, pursuant to the Quimby Act and local City Regulations. Based on the proposed development plans, the Project's estimated 1,570 residents (assumes an average of 3.37 occupants per residence for this type of community and 466 households) would equate to a dedication requirement of 7.8 acres.[2] The Project will comply Quimby Act and City regulations through the dedication of parkland and/or payment of in-lieu fees for

[2] California Department of Finance. 2023. *E-5 Population and Housing Estimates for Cities, Counties, and the State, 2020 -2022.* https://dof.ca.gov/forecasting/Demographics/estimates/e-5-population-and-housing-estimates-for-cities-counties-and-the-state-2020-2022/, (accessed March 2023).

parks/recreation purposes, as determined by the City. Therefore, impacts to existing neighborhood and regional parks or other recreational facilities will be less than significant.

Conclusion

As noted above, the Project will not result in significant impacts to existing neighborhood and regional parks or other recreational facilities, and the Project is consistent with existing City TOP 2050 and zoning designations. Therefore, no significant impacts would occur. No mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Specific Plan and TOP 2050.

Mitigation Measures

No mitigation is necessary.

7.4 Wildfire

Impact 7.4-1 ***If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project substantially impair an adopted emergency response plan or emergency evacuation plan?***

Level of Significance: No Impact

Specific Plan – Phase I and Phase II Future Development Areas

The Project is not within a State Responsibility Area (SRA).[3] According to CAL FIRE'S Fire Hazard Severity Zone (FHSZ) Viewer,[4] the Project site is not within Very High FHSZ zone and is within a Local Responsibility Areas (LRA) zone. Within the LRA, the Project site is not designated as a VHFHSZ. The nearest VHFHSZ to is approximately 5.0 miles south from the Project site. Therefore, no impact would occur.

Conclusion

As noted above, the Project is not in or near an SRA or Very High FHSZ zone, and the Project is consistent with existing City TOP 2050 and zoning designations. Therefore, no significant impacts would occur. No mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Specific Plan and TOP 2050.

Mitigation Measures

No mitigation is necessary.

[3] State of California. 2022. *Fire Hazard Severity Zones in State Responsibility Area – San Bernardino County.* https://osfm.fire.ca.gov/media/vcym3avh/fhsz_county_sra_11x17_2022_sanbernardino_ada.pdf. (accessed March 2023).

[4] State of California. 2021. *California Fire Hazard Severity Zone Viewer.* https://gis.data.ca.gov/datasets/789d5286736248f69c4515c04f58f414. (accessed March 2023).

Impact 7.4-2 ***If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the Project, due to slope, prevailing winds, and other factors, exacerbate wildlife risks, and thereby expose Project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?***

Level of Significance: Less Than Significant

Specific Plan – Phase I and Phase II Future Development Areas

The Project site is not within Very High FHSZ zone nor is it within an SRA. Additionally, Project development would remove the existing agriculture and vegetation on site, reducing the risk of any potential fire outbreak. Thus, wildfire is not anticipated to occur on-site that would expose Project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire. Worse-case extreme high winds that could exacerbate wildfire would not expose construction workers to pollutant concentrations since all agriculture uses would be removed. The Project site is also in a well vehicularly circulated area with existing roadways which would be further improved once the Project is completed. The Project site and its surrounding areas do not contain tall trees that would experience a crown fire.

Furthermore, due to the presence of surrounding development, non-contiguous nature of the existing undeveloped areas, presence of area roadways, lack of steep slopes, and fire-resistant materials utilized for construction of the Project, it is not likely to be affected by a wildfire during construction or operations. In addition, the surrounding agricultural areas would be separated from the structures by roads, landscaping, parking, and other accommodating Project features. Lastly, the construction of the Project would be designed in accordance with the latest California Building Code standards, which utilizes fire-resistant materials. Specifically, the site would be built consistent with the California Building Code Chapter 7A requiring new buildings to use ignition-resistant construction methods and materials. It is anticipated that these design elements would reduce exposure of the Project site and structure to wildfire. Furthermore, the City's plan for fire prevention requires that all plans are reviewed and are required for all new buildings and for changes to existing buildings. The Ontario Fire Department reviews these plans to help ensure that the applicable codes, ordinances, and standards are being followed, and to prevent unnecessary hazards. Therefore, a less than significant impact would occur.

Conclusion

As noted above, the Project is not in or near an SRA or Very High FHSZ zone, and the Project is consistent with existing City TOP 2050 and zoning designations. Therefore, no significant impacts would occur. No mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Specific Plan and TOP 2050.

Mitigation Measures

No mitigation is necessary.

Impact 7.4-3 ***If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the Project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?***

Level of Significance: Less Than Significant

Specific Plan – Phase I and Phase II Future Development Areas

The Project site is not within Very High FHSZ zone nor is it within an SRA. The Project would include the construction of roadways, landscaping, signage, lighting, and utility improvements. The Project site is consistent with the area's land use and would be consistent with the City's zoning designation. The Project site would include installation of utilities and roads within the Project area. The Project does not include any fuel breaks and does not require a fuel break. In addition, emergency water sources are not required beyond water supply needed to comply with applicable building codes as well as the City's Municipal Code. No elements of the Project would exacerbate the risk of wildfire. Therefore, a less than significant impact would occur.

Conclusion

As noted above, the Project is not in or near an SRA or Very High FHSZ zone, and the Project is consistent with existing City TOP 2050 and zoning designations. Therefore, no significant impacts would occur. No mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Specific Plan and TOP 2050.

Mitigation Measures

No mitigation is necessary.

Impact 7.4-4 ***If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the Project expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?***

Level of Significance: Less Than Significant

Specific Plan – Phase I and Phase II Future Development Areas

The Project site is not within Very High FHSZ zone nor is it within an SRA. Aerial imagery indicates that the Project is in a semi-rural part of the City and is not adjacent to a wildland-urban interface or in an area subject to landslide after a wildland fire event. Development of the Project would alter existing ground contours of the Project site and would increase the impervious surface area on the site, all of which would result in changes to the existing drainage patterns interior to the site. The overall Project would result in a network of drainage lines on- and off-site to accommodate stormwater runoff flows. The drainage plan for the Project site is designed according to the City of Ontario's Master Plan standards. The new storm drain would increase the efficiency of the drainage infrastructure in that area and provide an updated conveyance system. Additional on-site storm drain improvements would include stormwater

detention/retention/water quality basins, which would capture, treat, and/or gradually release stormwater into the downstream public storm drain system. On-site stormwater treatment would incorporate underground chambers installed within each building's parking area. The installation of the drainage design features would prevent flooding on- and off-site. Therefore, the Project would not expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes and a less than significant impact would occur.

Conclusion

As noted above, the Project is not in or near an SRA or Very High FHSZ zone, and the Project is consistent with existing City TOP 2050 and zoning designations. Therefore, no significant impacts would occur. No mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Specific Plan and TOP 2050.

Mitigation Measures

No mitigation is necessary.

7.5 References

California Department of Finance. 2023. *E-5 Population and Housing Estimates for Cities, Counties, and the State, 2020 -2022*. https://dof.ca.gov/forecasting/Demographics/estimates/e-5-population-and-housing-estimates-for-cities-counties-and-the-state-2020-2022/.

City of Ontario. 2022. *TOP 2050 Final Supplemental Environmental Impact Report*, Figure 5.12-1 Areas of Mineral Resource Significant, page 5.12-3. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf

State of California. 2021. *California Fire Hazard Severity Zone Viewer.* https://gis.data.ca.gov/datasets/789d5286736248f69c4515c04f58f414.

State of California. 2022. *Fire Hazard Severity Zones in State Responsibility Area – San Bernardino County.* https://osfm.fire.ca.gov/media/vcym3avh/fhsz_county_sra_11x17_2022_sanbernardino_ada.pdf.

8.0 EIR CONSULTATION AND PREPARATION

This section is consistent with the requirements set forth in Public Resources Code (PRC) Section 21153 and Section 15129 of the CEQA Guidelines, which states: "The EIR shall identify all federal, state, or local agencies, other organizations, and private individuals consulted in preparing the draft EIR, and the persons, firm, or agency preparing the draft EIR, by contract or other authorization." Refer to ***Section 2.2, Notice of Preparation***, for a summary of public notification and consultation.

The Notice of Preparation (NOP) and NOP comment letters are provided in ***Appendix A: Notice of Preparation & Public Scoping Meeting***, of this Draft EIR. The City of Ontario (City) provided multiple opportunities for public input, both as part of the CEQA process and as part of Project scoping. In addition to required public notifications under CEQA, the City has engaged in extensive consultation with the Native American tribes, pursuant to Assembly Bill (AB) 52 and Senate Bill (SB) 18, as discussed further in ***Section 4.16: Tribal Cultural Resources***, and provided in ***Appendix D: Cultural Resources Documentation*** of this Draft EIR.

8.1 EIR Consultation

Lead Agency

City of Ontario (CEQA Lead Agency)

Planning Department
303 East B Street
Ontario, California 91764

Contacts: *Edmelynne Hutter, AICP, Senior Planner (Project Planner)*
Rudy Zeledon, Assistant Director of Community Development
Scott Murphy, AICP, Executive Director of Community Development
Jeff Tang, P.E., Senior Associate Engineer
Angela Truong, Assistant Engineer
Raymond Lee, P.E., Assistant City Engineer

Project Applicant

RCCD, Inc.

Contact: *Jason Lee, Vice President of Land Acquisition*

Public Agencies/Organizations

Ontario Municipal Utilities Company

Contacts: *Dennis Mejia, Utilities Engineering Manager*
Thom Lambertson, PE, PMP, Senior Associate Engineer

EPD Solutions, Inc. (Specific Plan/Development Advisor)

Contacts: *Jeremy Krout, AICP, President*
Norah Jaffan, Senior Project Manager

Interested Parties

As noted above, the City engaged in public and agency consultation through the NOP and public scoping process. The following entities provided comments on the NOP, which have been considered as part of this EIR preparation process.

City of Chino	*Chris Cortez, Assistant Planner*
Council of Carpenters	*Mitchell M. Tsai, Attorneys for Southwest Regional*
Redlands HQ / Southeast Region	*Will Liao, Region Planning Supervisor*
Riverside County Airport Land Use Commission	*Jackie Vega, Urban Regional Planner I*
Native American Heritage Commission	*Cameron Vela, Cultural Resource Analyst*
Southern California Association of Governments	*Frank Wen, Ph.D., Manager, Planning Strategy Dept*
South Coast Air Quality Management District	*Sam Wang, Program Supervisor, CEQA IGR*

8.2 List of Preparers

Kimley-Horn & Associates, Inc.

3801 University Avenue, Suite 300
Riverside, California 92501

Contacts: *Kevin Thomas, CEP, ENV SP, Vice President (Project Manager)*
Meghan D. Karadimos, Senior Environmental Analyst
Olivia Chan, Air Quality/Greenhouse Gas/Health Risk Assessment/Noise/Energy
Sabrina Wallace, Environmental Analyst, Graphics Designer
Cameron Bauer, Environmental Analyst, Graphics Designer
Amanda McCallum, Document Production

Technical Subconsultants

Cadre Environmental

(Biological Resources Technical Report)

701 Palomar Airport Road, Suite 300
Carlsbad, CA 92011

Contact: *Ruben Ramirez*

BCR Consulting LLC

(Cultural Resources Assessment)

505 West 8th Street
Claremont, California 91711

Contact: *David Brunzell, Principal Investigator/Archaeologist*

Structural Focus

(Relocation of Milking Parlors – Feasibility Study)

19210 S. Vermont Ave.,
Bldg. B, Suite 210,
Gardena, CA 90248
310-323-9924

Contact: *Russell Kehl, S.E., Principal Engineer*

Converse Consultants

(Preliminary Geotechnical Investigation and Organic Soil/Manure Evaluation Report)

(Geotechnical Evaluation Report of Soil Stockpile)

(Phase I Environmental Site Assessment Report)

(Limited Phase II Environmental Site Assessment Report)

2021 Rancho Drive, Suite 1
Redlands, CA 92373
909-796-0544

Contact: *Hashmi S. E. Quazi, Ph.D., GE, PE, Principal Engineer*

JLC Engineering & Consulting, Inc.

(Hydrology and Hydraulic Report)

(Preliminary Water Quality Management Plan)

41660 Ivy Street, Suite A
Murrieta, California 92562

Contact: *Joseph L. Castaneda, R.C.E.59835*

Albert A. Webb Associates

(Water Supply Assessment)

3788 McCray Street
Riverside, CA 92506
(951) 686-1070

Contacts: *Autumn DeWoody*
Sam I. Gershon, RCE

Urban Crossroads

(Traffic Analysis)

(Vehicle Miles Traveled Analysis)

20341 SW Birch Street, Suite 230
Newport Beach, CA 92660
(949) 660-1994

Contacts: *Charlene So, PE, Principal*
Connor Paquin, PE
Jared Brawner
Aric Evatt, PTP

Euclid Mixed Use Specific Plan

Final Environmental Impact Report

SCH No. 2023020281

Prepared for:

Edmelynne V. Hutter, Senior Planner
City of Ontario
303 East "B" Street
Ontario, CA 91761

Prepared by:

Kimley-Horn and Associates, Inc.
3801 University Avenue, Suite 300
Riverside, CA 92501

July 2024

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Section 1.0 Introduction

1.1 INTRODUCTION

The Final Environmental Impact Report (Final EIR) for the Euclid Mixed Use Specific Plan Project has been prepared in accordance with the California Environmental Quality Act (CEQA), and CEQA Guidelines. CEQA Guidelines Section 15132 indicates that the contents of a Final EIR shall consist of:

(a) Environmental Impact Reports shall contain the information outlined in this article, but the format of the document may be varied. Each element must be covered, and when these elements are not separated into distinct sections, the document shall state where in the document each element is discussed.

(b) The EIR may be prepared as a separate document, as part of a general plan, or as part of a project report. If prepared as a part of the project report, it must still contain one separate and distinguishable section providing either analysis of all the subjects required in an EIR or, as a minimum, a table showing where each of the subjects is discussed. When the Lead Agency is a state agency, the EIR shall be included as part of the regular project report if such a report is used in the agency's existing review and budgetary process.

(c) Draft EIRs shall contain the information required by Sections 15122 through 15131. Final EIRs shall contain the same information and the subjects described in Section 15132.

(d) No document prepared pursuant to this article that is available for public examination shall include a "trade secret" as defined in Section 6254.7 of the Government Code, information about the location of archaeological sites and sacred lands, or any other information that is subject to the disclosure restrictions of Section 6254 of the Government Code.

The Final EIR includes all of these required components.

In accordance with § 15088 of the State CEQA Guidelines, the City of Ontario (City), as the lead agency for the proposed Project, evaluated comments received on the Draft EIR (State Clearinghouse No. 2023020281) and has prepared responses to the comments received. The preceding Table of Contents and Section 1.0 provides of a list of all persons, organizations, and public agencies commenting on the Draft EIR. Section 2.0 includes the Responses to Comments received on the Draft EIR. It should be noted that responses to comments also result in various editorial clarifications and corrections to the original Draft EIR text. Added or modified text is shown in Section 3.0, Errata, by underlining (<u>example</u>) while deleted text is shown by striking (~~example~~). The additional information, corrections, and clarifications are not considered to substantively affect the conclusions within the EIR. This Response to Comments document is part of the Final EIR, which includes the EIR pursuant to § 15132 of the State CEQA Guidelines.

After review and discussion by City staff and the City Planning Commission, responses to comments will be sent to commenting agencies and individuals. This satisfies the requirement of Section 21092.5 of CEQA to send responses to the public agency comments received on the Draft EIR at least 10 days prior to Project approval. This document includes responses to all written and verbal comments received on the Draft EIR.

1.2 ORGANIZATION OF THE FINAL EIR

This Final EIR provides the requisite information required under CEQA and is organized as follows:

- **Section 1.0 Introduction.** This section provides an introduction to the Final EIR, including the requirements under CEQA, the organization of the document, as well as brief summary of the CEQA process activities to date.
- **Section 2.0 Response to Comments.** This section provides a list of agencies and interested persons commenting on the Draft Subsequent EIR; copies of comment letters received during the public review period, and individual responses to written comments. To facilitate review of the responses, each comment letter has been reproduced and assigned a number. Individual comments have been numbered for each letter and the letter is followed by responses with references to the corresponding comment number.
- **Section 3.0 Errata to the Draft EIR.** This section details changes to the Draft EIR.
- **Appendix.** This section provides additional content where needed and cross-referenced from the body of the Final EIR.

1.3 CEQA REQUIREMENTS FOR A FINAL EIR

As described in CEQA Guidelines Sections 15088, 15089, 15090 and 15132, the Lead Agency must evaluate comments received on the Draft EIR and prepare written responses and consider the information contained in a Final EIR before approving a project.

CEQA Guidelines Section 15204(a) outlines parameters for submitting comments, and reminds persons and public agencies that the focus of review and comment of Draft EIRs should be:

> *"…on the sufficiency of the document in identifying and analyzing possible impacts on the environment and ways in which significant effects of the project might be avoided or mitigated. Comments are most helpful when they suggest additional specific alternatives or mitigation measures that would provide better ways to avoid or mitigate the significant environmental effects. At the same time, reviewers should be aware that the adequacy of an EIR is determined in terms of what is reasonably feasible. …CEQA does not require a lead agency to conduct every test or perform all research, study, and experimentation recommended or demanded by commenters. When responding to comments, lead agencies need only respond to significant environmental issues and do not need to provide all information requested by reviewers, as long as a good faith effort at full disclosure is made in the EIR."*

CEQA Guidelines Section 15204(c) further advises:

> *"Reviewers should explain the basis for their comments, and should submit data or references offering facts, reasonable assumptions based on facts, or expert opinion supported by facts in support of the comments. Pursuant to Section 15064, an effect shall not be considered significant in the absence of substantial evidence."*

Section 15204(d) also states:

> *"Each responsible agency and trustee agency shall focus its comments on environmental information germane to that agency's statutory responsibility."*

Section 15204(e) states:

> *"This section shall not be used to restrict the ability of reviewers to comment on the general adequacy of a document or of the lead agency to reject comments not focused as recommended by this section."*

State CEQA Guidelines Section 15088 recommends that where a response to comment makes important changes in the information contained in the text of the Draft EIR, that the Lead Agency either revise the text of the Draft Subsequent EIR or include marginal notes showing that information. The Final Subsequent EIR for the Project has been prepared in accordance with CEQA. CEQA Guidelines Section 15132 indicates that the contents of a Final EIR shall consist of:

- "The Draft EIR or a revision of the draft;
- Comments and recommendations received on the Draft EIR either verbatim or in summary;
- A list of persons, organizations, and public agencies commenting on the Draft EIR;
- The responses of the Lead Agency to significant environmental points raised in the review and consultation process; and
- Any other information added by the Lead Agency."

The City has evaluated comments on environmental issues from persons who reviewed the Draft EIR and has prepared a written response, pursuant to CEQA Guidelines Section 15088(a). Pursuant to CEQA Guidelines Section 15088(b), the City provided written responses to comments to any public agency that commented on the Draft Subsequent EIR, at least ten (10) days prior to the City Council consideration of certifying the EIR as adequate under CEQA. Written responses to comments will also be provided to non-public agency individuals, organizations, and entities that commended on the Draft EIR. In addition, the Final EIR will be made available to the general public at the City's Planning Division office and on the City's website a minimum of 10 days prior to the City Council public hearing.

The Final EIR, along with other relevant information and public testimony at the Planning Commission and City Council public hearings, will be considered by the City's Council.

1.4 CLARIFICATIONS, AMPLIFICATIONS AND MODIFICATIONS TO THE DRAFT EIR

Section 3.0, Errata to the Draft EIR, details the proposed changes to the Draft EIR. In response to public comments, text changes have been made to Draft EIR sections to clarify and amplify the analysis or mitigation measures, and to make insignificant modifications to the Draft EIR. This information does not rise to the level of significant new information as the resulting impact analysis and alternatives considered remain essentially unchanged, and no new or more severe impacts have been identified. These changes

do not warrant Draft EIR recirculation pursuant to California Public Resources Code §21092.1 and CEQA Guidelines §15088.5.

CEQA Guidelines §15088.5 describes when an EIR requires recirculation prior to certification, stating in part:

"(a) A lead agency is required to recirculate an EIR when significant new information is added to the EIR after public notice is given of the availability of the Draft EIR for public review under Section 15087 but before certification. As used in this section, the term "information" can include changes in the project or environmental setting as well as additional data or other information. New information added to an EIR is not "significant" unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect (including a feasible project alternative) that the project's proponents have declined to implement. "Significant new information" requiring recirculation include, for example, a disclosure showing that:

(1) A new significant environmental impact would result from the project or from a new mitigation measure proposed to be implemented.

(2) A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.

(3) A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the environmental impacts of the project, but the project's proponents decline to apply it.

(4) The Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded (Mountain Lion Coalition v. Fish and Game Com. (1989) 214 Cal.App.3d 1043).

(b) Recirculation is not required where the new information added to the EIR merely clarifies or amplifies or makes insignificant modifications in an adequate EIR."

As discussed herein and as elaborated upon in the respective Response to Comments, none of the clarifications or changes made in the Errata reflect a new significant environmental impact, a "substantial increase" in the severity of an environmental impact for which mitigation is not proposed, or a new feasible alternative or mitigation measure that would clearly lessen significant environmental impacts but is not adopted, nor do the Errata reflect a "fundamentally flawed" or "conclusory" Draft EIR. In all cases, as discussed in individual responses to comments, master responses and Draft EIR Errata, these minor clarifications and modifications do not identify new or substantially more severe environmental impacts that the City has not committed to mitigate. Here, the public has not been deprived of a meaningful opportunity to comment upon a substantial adverse environmental effect of the Project or an unadopted feasible Project alternative or mitigation measure. Instead, the information added supports the existing analysis and conclusions, and responds to inquiries made from commenters. Therefore, this Final EIR is not subject to recirculation prior to certification.

Section 2.0 Comments and Responses to Draft EIR

CEQA Guidelines Section 15088(a) states that: "The lead agency shall evaluate comments on environmental issues received from persons who reviewed the Draft EIR and shall prepare a written response. The Lead Agency shall respond to comments that were received during the noticed comment period and any extensions and may respond to late comments." In accordance with these requirements, this section of the Final EIR provides the City of Ontario's responses to each of the comments on the Draft EIR received during the public comment period.

Comment letters and specific comments are given letters and numbers for reference purposes. Where sections of the Draft EIR are excerpted in this document, the sections are shown indented. Changes to the Draft EIR text are shown in underlined text for additions and strikeout for deletions.

The following is a list of agencies and persons that submitted comments on the Draft EIR during the public review period.

2.1 INTRODUCTION TO COMMENTS AND RESPONSES

Comments have been numbered as shown below, with responses to each comment following the respective comment letter.

Letter	Date Received	Organization/Name
Local		
L1	February 1, 2024	South Coast Air Quality Management District (SCAQMD)
L2	February 6, 2024	City of Chino
O1	February 5, 2024	Blum, Collins & Ho LLP (Golden State Environmental Justice Alliance)
O2	February 5, 2024	Mitchell M. Tsai (Western States Regional Council of Carpenters [WSRCC])
O3	February 29, 2024	Mitchell M. Tsai (Western States Regional Council of Carpenters [WSRCC])

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Comment Letter L1 - South Coast Air Quality Management District

South Coast
Air Quality Management District
21865 Copley Drive, Diamond Bar, CA 91765-4178
(909) 396-2000 • www.aqmd.gov

SENT VIA E-MAIL:
EHutter@ontarioca.gov
Edmelynne Hunter, Senior Planner
City of Ontario
303 East B Street
Ontario, California 91761

February 1, 2024

Draft Environmental Impact Report (Draft EIR) for the Proposed Euclid Mixed Use Specific Plan PSP22-001 (Proposed Project) (SCH No. 2023020281)

The South Coast Air Quality Management District (South Coast AQMD) staff appreciates the opportunity to comment on the above-mentioned document. The City of Ontario is the California Environmental Quality Act (CEQA) Lead Agency for the Proposed Project. To provide context, South Coast AQMD staff has provided a brief summary of the project information and prepared the following comments organized by topic of concern.

South Coast AQMD Staff's Summary of Project Information in the Draft EIR

Based on the Draft EIR, the Proposed Project comprises 18 existing parcels totaling 84.1 acres,[1] allowing for a business park and mixed-use development.[2] The Proposed Project would develop up to 1) 290,110 square feet (sf) of commercial retail/office uses, 2) up to 466 residential units, and 3) 1,386,777 sf of business park uses and associated on-site and off-site infrastructure improvements.[3] The Proposed Project is anticipated to be developed in two phases within five planning areas (PAs).[4] Phase I would consist of PAs 1, 2A, and 3A with construction of 13 buildings up to 1,473,026 sf (maximum development allowed).[5] Phase II comprises PAs 2B and 3B with potential future development, as specific development proposals have not yet been identified.[6] Phase I would include 809,217 sf of unrefrigerated warehouse and 191,378 sf of industrial business park.[7] On the other hand, Phase II would consist of 466 dwelling units apartments, 163,000 sf of unrefrigerated warehouse, 10,225 sf of strip mall, 10,000 sf of fast food restaurant with drive-thru, and 10,000 sf of fast food restaurant without drive-thru.[8] Phase I is expected to be constructed in 2024, with an anticipated opening year in 2032.[9] After reviewing aerial photographs of the site, South Coast AQMD staff found that the nearest sensitive receptor, an existing residential development, is located within 150 feet west and southeast of the Proposed Project site. a

[1] Draft EIR. Page 3-1.
[2] *Ibid.* Page 3-6.
[3] *Ibid.*
[4] *Ibid.*
[5] *Ibid.*
[6] *Ibid.* Page 3-7.
[7] *Ibid.* Page 4.3-20.
[8] *Ibid.* Page 4.3-24.
[9] *Ibid.* Page 3-7.

Edmelynne Hunter February 1, 2024

South Coast AQMD Staff's Comments on the Draft EIR

Inconsistency in the Proposed Project's Construction Schedule

As mentioned in Section 3 - Project Description, Phase I of the Proposed Project is expected to start in 2024 and open in 2032.[10] However, Section 4.3 – Air Quality assumes the opening year of Phase I would be 2025.[11] In addition, the buildout of the Proposed Project is anticipated to begin in 2026.[12] The construction and operation schedule information discussed in the Draft EIR should be consistent. Therefore, the correction should be included in the Final EIR. b

Potential Overlapped Construction and Operation Analysis

Based on the information discussed in Section 4.3 – Air Quality, Phase I would be open in 2025, while the buildout is expected to begin in 2026.[13] This statement potentially leads to an expectation that Phase II would start to be constructed while Phase I is already in operation. Hence, an overlap period would occur between Phase I operation and Phase II construction prior to the full buildout. Thus, it is recommended that the air quality analysis should include the potential overlap that could occur, analyze the overlapped emissions, compare the overlapped emissions to the operational South Coast AQMD Air Quality Significance Thresholds, and determine the level of significance in the Final EIR. All feasible mitigation measures are needed to reduce the impacts if the results are significant. c

Potential of Inappropriate Vehicle Fleet Mixes to Evaluate Proposed Project's Air Quality Impacts from Mobile Sources

The Proposed Project's operational emissions from mobile sources may have been underestimated due to the use of inappropriate vehicle fleet mixes in the Draft EIR. The Proposed Project generates 8,820 daily trips, with 10% being daily truck trips (882 daily truck trips).[14] According to Appendix 11 – Traffic Analysis of the Draft EIR, trip generation is estimated using the Trip Generation Manual, 11th Edition.[15] South Coast AQMD staff believes that the number of trucks assumed in the Draft EIR to serve the proposed industrial uses is too low for warehouse facilities exceeding a million square feet, as the total industrial uses of the Proposed Project is over a million square feet (refer to the Summary section of this letter). For instance, according to the Fontana Truck Trip Generation Study, 20.4% of the total daily vehicle trips from a warehouse greater than 100,000 square feet would consist of trucks.[16] This study is based on traffic counts from warehouses. Thus, re-evaluating the Proposed Project's air quality impacts, assuming a conservative fleet mix supported by substantial evidence is recommended. d

[10] *Ibid.*
[11] *Ibid.* Page 4.3-14.
[12] *Ibid.*
[13] *Ibid.*
[14] *Ibid.* Table 4-2. Appendix 11 – Traffic Analysis. Page 32.
[15] *Ibid.* Appendix 11 – Traffic Analysis. Page 28.
[16] City of Fontana. Truck Trip Generation Study. Available at: https://tampabayfreight.com/pdfs/Freight%20Library/Fontana%20Truck%20Generation%20Study.pdf

2

Potential Underestimation of Emissions Due to Imprecise Assumptions for Truck Trip Lengths in Emissions Analysis

The Draft EIR for the Proposed Project states that "*all truck trips were assumed to be 33.2 miles, one way.*" However, it is crucial to note that the Proposed Project site is approximately 55 miles (one-way) from the Ports of Los Angeles or Port of Long Beach. This implies that the air quality analysis might have underestimated the emissions from trucks traveling from the Ports to the Proposed Project site. Revising the analysis in the Draft EIR is essential to rely on more conservative trip lengths designated for Port trips. Customizing these parameters and assumptions based on project-specific data will ensure a more accurate assessment of emissions, accounting for the unique circumstances and logistical realities of the Proposed Project. e

Health Risk Assessment (HRA) During Operation

The South Coast AQMD Modeling Guidance for AERMOD[17] is recommended to be used as the guidance for the HRA modeling. South Coast AQMD staff's review of the modeling files noted that industrial buildings were not included in the building downwash option in the AERMOD dispersion model during operation, which resulted in an underestimation of the ground-level pollutant concentrations near the buildings. Thus, the Lead Agency is recommended to re-run the operational HRAs, including the industrial buildings in the building downwash, to analyze ground-level concentrations more accurately and include the results in the Final EIR. f

Emission Reductions from Health Risk Strategies

When certifying an EIR for a project, retain the authority to include any additional information deemed relevant to assessing and mitigating the environmental impacts. South Coast AQMD is concerned about the potential public health impacts of sitting sensitive populations within the proximity of existing air pollution sources (e.g., freeways and railroads). For this reason, prior to approving future development projects, the Lead Agency is recommended to consider the impacts of air pollutants on people who will live in a new project and provide effective mitigation. Additionally, South Coast AQMD suggests that the Lead Agency review and apply the guidance provided in 1) the California Air Resources Board (CARB) Air Quality Land Use and Handbook: A Community Health Perspective,[18] which provides criteria for evaluating and reducing air pollution impacts associated with new projects involving land use decisions; and 2) CARB's technical advisory which contains strategies to reduce air pollution exposure near high-volume roadways.[19] g

Many strategies are available for residential receptors to reduce being exposed to particulate matter, including, but not limited to, HVAC systems equipped with filters rated at a minimum efficiency reporting value (MERV) 13 or higher air filtration capabilities. In some cases, MERV 15 or better is recommended for building design, orientation, location, vegetation barriers,

[17] South Coast AQMD Modeling Guidance for AERMOD. Available at: http://www.aqmd.gov/home/air-quality/meteorological-data/modeling-guidance.
[18] California Air Resources Board (CARB), Air Quality Land Use and Handbook: A Community Health Perspective, April 2005. Available at: https://ww2.arb.ca.gov/sites/default/files/2023-05/Land%20Use%20Handbook_0.pdf
[19] CARB's Strategies to Reduce Air Pollution Exposure Near High-Volume Roadways. Available at: https://ww2.arb.ca.gov/sites/default/files/2017-10/rd_technical_advisory_final.pdf

landscaping screening, etc. Enhanced filtration units are capable of reducing exposure. However, enhanced filtration systems have limitations. For example, filters rated MERV 13 or higher are able to screen out greater than or equal to 50% of DPM,[20] but they have no ability to filter out volatile organic compound (VOC) emissions. Also, in a study that South Coast AQMD conducted to investigate filters rated at MERV 13 or better in classrooms,[21,22] a cost burden is expected to be within the range of $120 to $240 per year to replace each filter panel. The initial start-up cost could substantially increase if an HVAC system needs to be installed and if standalone filter units are required. Installation costs may vary, including costs for conducting site assessments and obtaining permits and approvals before filters can be installed. Other costs may include filter life monitoring, annual maintenance, and training for conducting maintenance and reporting. In addition, the filters would not have any effect unless the HVAC system is running. Therefore, when in use, the increased energy consumption from each HVAC system should be evaluated in the Draft EIR. While the filters operate 100 percent of the time when the HVAC is in use while the residents are indoors, the environmental analysis does not generally account for the times when the residents are not using their HVAC and instead have their windows or doors open or are moving throughout the common space outdoor areas of the Proposed Project. Furthermore, when used filters are replaced with new filters, emissions associated with trucks delivering the new filters and waste disposal trucks transporting the used filters to disposal sites should be evaluated in the Draft EIR. Therefore, any presumed effectiveness and feasibility of a particular HVAC filter should be carefully evaluated in more detail based on supporting evidence before assuming they will sufficiently alleviate exposure to DPM emissions.

cont. g

Additional Recommended Air Quality and Greenhouse Gases Mitigation Measures and Project Design Considerations

CEQA requires that all feasible mitigation measures that go beyond what is required by law be utilized to minimize or eliminate any significant adverse air quality impacts. To further reduce the Proposed Project's air quality impacts, and in addition to Mitigation Measures MM AQ-1 to MM AQ-8[23] and MM GHG-1.[24] Although with the mitigation measures discussed in the Draft EIR, the mitigated operational emissions are still significant and unavoidable for VOC and NOx compared to the South Coast AQMD Air Quality Significance Thresholds. Hence, South Coast AQMD staff recommends incorporating additional mitigation measures into the Final EIR.

h

Mitigation Measures for Operational Air Quality Impacts from Mobile Sources

1) Require zero-emissions (ZE) or near-zero emission (NZE) on-road haul trucks, such as heavy-duty trucks with natural gas engines that meet the CARB's adopted optional NOx emissions standard at 0.02 grams per brake horsepower-hour (g/bhp-hr), if and when feasible.

[20] U.S. EPA, "What is a MERV rating?" Available at: https://www.https://www.epa.gov/indoor-air-quality-iaq/what-merv-rating
[21] South Coast AQMD, Draft Pilot Study of High-Performance Air Filtration For Classroom Applications, October 2009. Available at: https://www.aqmd.gov/docs/default-source/ceqa/handbook/aqmdpilotstudyfinalreport.pdf
[22] International Journal of Indoor Environment and Health, Pilot Study of High-Performance Air Filtration for Classroom Applications, November 2012. Available at: https://onlinelibrary.wiley.com/doi/10.1111/ina.12013
[23] *Ibid*. Pages 4.3-28 to 4.3-30 and 4.3-44.
[24] *Ibid*. Page 4.8-24.

4

Note: Given the state's clean truck rules and regulations aiming to accelerate the utilization and market penetration of ZE and NZE trucks, such as the Advanced Clean Trucks Rule and the Heavy-duty Low NOx Omnibus Regulation, ZE and NZE trucks will become increasingly more available to use.

2) Require a phase-in schedule to incentivize the use of cleaner operating trucks to reduce any significant adverse air quality impacts. Note: South Coast AQMD staff is available to discuss the availability of current and upcoming truck technologies and incentive programs with the Lead Agency.

3) At a minimum, require the use of a 2010 model year that meets CARB's 2010 engine emissions standards at 0.01 g/bhp-hr of particulate matter (PM) and 0.20 g/bhp-hr of NOx emissions or newer, cleaner trucks. All heavy-duty haul trucks should meet CARB's lowest optional low-NOx standard starting in 2022. Where appropriate, include environmental analyses to evaluate and identify sufficient electricity and supportive infrastructures in the Energy and Utilities and Service Systems Sections in the CEQA document. Include the requirements in applicable bid documents, purchase orders, and contracts. Operators shall maintain records of all trucks associated with project construction to document that each truck used meets these emission standards and make the records available for inspection. Regular inspections should be conducted by the Lead Agency to the maximum extent feasible to ensure compliance.

4) Limit the daily number of trucks allowed at the Proposed Project to levels analyzed in the Final CEQA document. If higher daily truck volumes are anticipated to visit the site, the Lead Agency should commit to re-evaluating the Proposed Project through CEQA prior to allowing this higher activity level.

5) Provide electric vehicle (EV) charging stations or, at a minimum, provide electrical infrastructure, and electrical panels should be appropriately sized. Electrical hookups should be provided for truckers to plug in any onboard auxiliary equipment.

cont. h

Mitigation Measures for Operational Air Quality Impacts from Other Area Sources

1) Maximize the use of solar energy by installing solar energy arrays.

2) Use light-colored paving and roofing materials.

3) Utilize only Energy Star heating, cooling, and lighting devices and appliances.

Design Considerations for Reducing Air Quality and Health Risk Impacts

1) Clearly mark truck routes with trailblazer signs so that trucks will not travel next to or near sensitive land uses (e.g., residences, schools, daycare centers, etc.).

2) Design the Proposed Project such that truck entrances and exits do not face sensitive receptors and trucks will not travel past sensitive land uses to enter or leave the Proposed Project site.

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3) Design the Proposed Project such that any truck check-in point is inside the Proposed Project site to ensure no trucks are queuing outside.

4) Design the Proposed Project to ensure that truck traffic inside the Proposed Project site is as far away as feasible from sensitive receptors.

5) Restrict overnight truck parking in sensitive land uses by providing overnight truck parking inside the Proposed Project site.

cont. h

Lastly, the South Coast AQMD also suggests that the Lead Agency conduct a review of the following references and incorporate additional mitigation measures as applicable to the Proposed Project in the Final EIR:

1) State of California – Department of Justice: Warehouse Projects: Best Practices and Mitigation Measures to Comply with the California Environmental Quality Act[25]

2) South Coast AQMD 2022 South Coast Air Quality Management Plan,[26] specifically:
   a. Appendix IV-A – South Coast AQMD's Stationary and Mobile Source Control Measures
   b. Appendix IV-B – CARB's Strategy for South Coast
   c. Appendix IV-C – SCAG's Regional Transportation Strategy and Control Measures

3) United States Environmental Protection Agency (U.S. EPA): Mobile Source Pollution - Environmental Justice and Transportation[27]

i

South Coast AQMD Air Permits and Role as a Responsible Agency

Based on the air quality analysis in the Draft EIR, the Proposed Project would include using generators during operation. Hence, air permits from South Coast AQMD would be required. The Final EIR should include a discussion about the potentially applicable South Coast AQMD rules that may be applicable to the Proposed Project, including but not limited to Rule 201 – Permit to Construct,[28] Rule 203 – Permit to Operate,[29] Rule 401 – Visible Emissions,[30] Rule 402 –

j

[25] State of California – Department of Justice. Warehouse Projects: Best Practices and Mitigation Measures to Comply with the California Environmental Quality Act. Available at: https://oag.ca.gov/system/files/media/warehouse-best-practices.pdf
[26] 2022 South Coast AQMP. Available at: http://www.aqmd.gov/home/air-quality/clean-air-plans/air-quality-mgt-plan
[27] United States Environmental Protection Agency (U.S. EPA): Mobile Source Pollution - Environmental Justice and Transportation. Available at: https://www.epa.gov/mobile-source-pollution/environmental-justice-and-transportation
[28] South Coast AQMD Rule 201 – Permit to Construct. Available at: https://www.aqmd.gov/docs/default-source/rule-book/reg-ii/rule-201.pdf
[29] South Coast AQMD Rule 203 – Permit to Operate. Available at: https://www.aqmd.gov/docs/default-source/rule-book/reg-ii/rule-203.pdf
[30] South Coast AQMD Rule 401 – Visible Emissions. Available at: https://www.aqmd.gov/docs/default-source/rule-book/rule-iv/rule-401.pdf

Nuisance,[31] Rule 403 – Fugitive Dust,[32] Rule 1110.2 – Emissions from Gaseous and Liquid Fueled Engines,[33] Rule 1166 – VOC Contaminated Soil Excavation,[34] Regulation XIII – New Source Review,[35] Rule 1401 – Air Toxics,[36] Rule 1466 – Control of Particulate Emissions from Soils with Toxic Air Contaminants,[37] and Rule 1470 – Requirements for Stationary Diesel Fueled Internal Combustion and Other Compression Ignition Engines.[38] It is important to note that when air permits from South Coast AQMD are required, the role of South Coast AQMD would change from a Commenting Agency to a Responsible Agency under CEQA. In addition, if South Coast AQMD is identified as a Responsible Agency, per CEQA Guidelines Sections 15086, the Lead Agency is required to consult with South Coast AQMD.

CEQA Guidelines Section 15096 sets forth specific procedures for a Responsible Agency, including making a decision on the adequacy of the CEQA document for use as part of the process for conducting a review of the Proposed Project and issuing discretionary approvals. Moreover, it is important to note that if a Responsible Agency determines that a CEQA document is not adequate to rely upon for its discretionary approvals, the Responsible Agency must take further actions listed in CEQA Guideline Section 15096(e), which could have the effect of delaying the implementation of the Proposed Project. In its role as CEQA Responsible Agency, the South Coast AQMD is obligated to ensure that the CEQA document prepared for this Proposed Project contains a sufficient project description and analysis to be relied upon in order to issue any discretionary approvals that may be needed for air permits. South Coast AQMD is concerned that the project description and analysis in its current form in the Draft EIR is inadequate to be relied upon for this purpose.

For these reasons, the Draft EIR should be revised to include a discussion about any and all new stationary and portable equipment requiring South Coast AQMD air permits, provide the evaluation of their air quality and greenhouse gas impacts, and identify South Coast AQMD as a Responsible Agency for the Proposed Project as this information will be relied upon as the basis for the permit conditions and emission limits for the air permit(s). Please contact South Coast AQMD's Engineering and Permitting staff at (909) 396-3385 for questions regarding what types of equipment would require air permits. For more general information on permits, please visit South Coast AQMD's webpage at http://www.aqmd.gov/home/permits.

cont. j

[31] South Coast AQMD Rule 402 – Nuisance. Available at: https://www.aqmd.gov/docs/default-source/rule-book/rule-iv/rule-402.pdf
[32] South Coast AQMD Rule 403 – Fugitive Dust. Available at: https://www.aqmd.gov/docs/default-source/rule-book/rule-iv/rule-403.pdf
[33] South Coast AQMD Rule 1110.2 – Emissions from Gaseous and Liquid Fueled Engines. Available at: http://www.aqmd.gov/docs/default-source/rule-book/reg-xi/r1110_2.pdf
[34] South Coast AQMD Rule 1166 – VOC Contaminated Soil Excavation. Available at: https://www.aqmd.gov/docs/default-source/rule-book/reg-xi/rule-1166.pdf
[35] South Coast AQMD Regulation XIII – New Source Review. Available at: https://www.aqmd.gov/home/rules-compliance/rules/scaqmd-rule-book/regulation-xiii
[36] South Coast AQMD Rule 1401 – Air Toxics. Available at: https://www.aqmd.gov/docs/default-source/rule-book/reg-xiv/rule-1401.pdf
[37] South Coast AQMD Rule 1466 – Control of Particulate Emissions from Soils with Toxic Air Contaminants. Available at: https://www.aqmd.gov/docs/default-source/rule-book/reg-xiv/rule-1466.pdf
[38] South Coast AQMD Rule 1470 – Requirements for Stationary Diesel Fueled Internal Combustion and Other Compression Ignition Engines. Available at: https://www.aqmd.gov/docs/default-source/rule-book/reg-xiv/rule-1470.pdf

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Edmelynne Hunter February 1, 2024

Conclusion

As set forth in California Public Resources Code Section 21092.5(a) and CEQA Guidelines Section 15088(a-b), the Lead Agency shall evaluate comments from public agencies on the environmental issues and prepare a written response at least 10 days prior to certifying the Final EIR. As such, please provide South Coast AQMD written responses to all comments contained herein at least 10 days prior to the certification of the Final EIR. In addition, as provided by CEQA Guidelines Section 15088(c), if the Lead Agency's position is at variance with recommendations provided in this comment letter, detailed reasons supported by substantial evidence in the record to explain why specific comments and suggestions are not accepted must be provided.

Thank you for the opportunity to provide comments. South Coast AQMD staff is available to work with the Lead Agency to address any air quality questions that may arise from this comment letter. Please contact Danica Nguyen, Air Quality Specialist, at dnguyen1@aqmd.gov should you have any questions. k

Sincerely,

Sam Wang

Sam Wang
Program Supervisor, CEQA-IGR
Planning, Rule Development & Implementation

SW:DN
SBC240103-01
Control Number

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Responses to Comment Letter L1 - South Coast Air Quality Management District

Response L1-a

Comment is introductory and general in nature. Therefore, no further action needed.

Response L1-b

The Draft EIR evaluated impacts based on, amongst other data, the assumption that "Phase I is expected to start construction in 2024, with an anticipated opening year in 2032," as stated in ***Section 3.0: Project Description*** of the Draft EIR, page 3-7. It should be noted that specific details regarding development of the parcels in Phase II are not known at this time. The Draft EIR's air quality analysis assumed construction of Phase II would begin subsequent to Phase I construction completion. Actual development would be subject to market conditions. It is not possible to know the specific timing and characteristics of potential future projects occurring in the planning area and, therefore, evaluating potential combined emissions scenarios would be speculative and would not provide meaningful information or analyses.

As such, for purposes of providing a conservative air quality analysis, the operations for buildout of the entire development are anticipated to begin in 2026 (as discussed in ***Section 4.3: Air Quality*** of the Draft EIR, page 4.3-14). Conducting the air quality modeling in this way is considered conservative as emissions factors would decrease over time as emissions regulations become more stringent and cleaner construction equipment would be more readily available. As construction of Phase II and full buildout operations would occur at a later date than was analyzed in the Draft EIR, the emissions presented are, accordingly, conservative. No correction to the construction schedule or buildout operational dates are needed. Therefore, no further revision to the analysis in the Draft EIR is required.

Response L1-c

The Draft EIR evaluated impacts based on, amongst other data, the assumption that "Phase I is expected to start construction in 2024, with an anticipated opening year in 2032," as stated in ***Section 3.0: Project Description*** of the Draft EIR, page 3-7. For Phase II, it was assumed that construction would start right after Phase I construction is complete/at the start of Phase I operations and used model defaults as there is no detailed phasing. Thus, the City has analyzed sequential construction of Phase I with Phase II in the Draft EIR.

The commenter's recommendation to combine construction emissions with operational emissions, i.e., an overlap, is not consistent with other South Coast Air Quality Management District (SCAQMD) guidance documents, recommendations, and impact analyses. For example, neither the SCAQMD's CEQA Air Quality Handbook, Guidance Document for Addressing Air Quality Issues in General Plans and Local Planning, or Air Quality Significance Thresholds imply or explicitly recommend combining emissions from distinct construction and operational activities into a single lump sum emissions total. Rather, each of these documents discusses potential sources, mitigation measures, and thresholds of significance for construction and operational emissions separately.

As stated in ***Section 3.0: Project Description*** of the Draft EIR, page 3-18, Phase II may be developed in several subphases in response to market demands and according to the logical and orderly completion of infrastructure improvements. Additionally, as stated in ***Section 4.3: Air Quality*** of the Draft EIR,

page 4.3-14, "for purposes of this analysis, construction of Phase I of the Project is not anticipated to overlap with the construction of Phase II of the Project as there are still no proposals for this portion of the Project." Phasing sequencing is subject to change over time to respond to various market and local factors and as such, individual phases may overlap or develop concurrently. Actual development would be subject to market conditions. It is not possible to know the specific timing and characteristics of potential future projects occurring in the planning area and, therefore, evaluating potential combined emissions scenarios would be speculative and would not provide meaningful information or analyses.

Nonetheless, the Final EIR will include the following discussion on impacts from the potential overlapping of Phase I operational activities with Phase II construction activities (refer to Draft EIR ***Appendix B*** for modeling outputs):

Table 4.3-12a: Emissions from Overlapping Phase I Operation and Phase II Construction

Sources	Pollutants (pounds per day)					
	VOC	NO_X	CO	SO_2	PM_{10}	$PM_{2.5}$
Unmitigated Emissions						
Phase I Operations (2026)[1]	**68.73**	**191.98**	**611.85**	1.01	23.53	10.07
Phase II Construction (2026)[2]	**206.00**	31.70	46.90	0.06	21.30	11.40
Total Unmitigated Overlapping Emissions	**274.73**	**223.68**	**658.75**	1.07	44.83	21.47
SCAQMD Threshold	55	55	550	150	150	55
Exceeds Threshold	**Yes**	**Yes**	**Yes**	No	No	No
Mitigated Emissions						
Phase I Operations (2026)[1]	**59.89**	**145.59**	207.35	0.91	21.93	8.64
Phase II Construction (2026)[2]	31.90	14.50	46.90	0.06	21.30	11.40
Total Mitigated Overlapping Emissions	**91.79**	**160.09**	254.25	0.97	43.23	20.04
SCAQMD Threshold	55	55	550	150	150	55
Exceeds Threshold	**Yes**	**Yes**	No	No	No	No

1. Refer to Draft EIR Table 4.3-9: Phase I – Maximum Daily Operation Emissions
2. Refer to Draft EIR Table 4.3-10: Phase II – Maximum Daily Construction-Related Emissions

Note that Phase II construction would occur in 2025 and 2026. This table provides the maximum daily emissions, which would occur in 2026.

As shown in Table 4.3-12a of the Final EIR, Project emissions from the operation of Phase I combined with concurrent maximum day construction emissions of Phase II could result in maximum worst-case unmitigated daily emissions of VOC, NO_X, and CO in excess of applicable thresholds. Overlapping emissions of SO_2, PM_{10}, and $PM_{2.5}$ would not exceed the applicable thresholds. Implementation of applicable mitigation measures would reduce impacts from CO to below the applicable thresholds and impacts from CO emissions would be reduced to less than significant. Even with implementation of applicable mitigation measures described in the Draft EIR, and as disclosed in the Draft EIR, mitigated emissions of VOC and NO_X would remain in excess of applicable thresholds.

Comparing the results summarized in Table 4.3-12a of the Final EIR, with the total Project buildout (Phase I and Phase II) emissions as reported in Table 4.3-12 in ***Section 4.3: Air Quality*** of the Draft EIR demonstrates that emissions for all six criteria pollutants studied are less during the overlapping scenario than at Project buildout. As such, Table 4.3-12 in ***Section 4.3: Air Quality*** of the Draft EIR presents the worst-case maximum daily emissions from the Project (i.e., exceedances of VOC and NO_X regional daily mass emissions thresholds). The Draft EIR identifies all feasible mitigation to reduce construction and

operational impacts. Combining Phase II construction with Phase I operations (i.e., the phases that would potentially overlap) would not result in a new threshold exceedance, would not make additional mitigation feasible, and no new impact would occur. Therefore, no further revision to the analysis in the Draft EIR is required.

Response L1-d

The Draft EIR evaluated air quality impacts based on, amongst other data, trip generation and average vehicle trip distance for passenger vehicle and trucks as provided by Urban Crossroads in ***Appendix I: Transportation Reports***, of the Draft EIR. Specifically, the Project vehicle trip generation was obtained from the Project's Traffic Analysis Study (***Appendix I1: Traffic Analysis*** of the Draft EIR), which includes 7,938 total daily passenger car vehicle trips and 882 daily truck trips. In order to develop the traffic characteristics of the Project, trip-generation statistics published in the Institute of Transportation Engineers (ITE) Trip Generation Manual (11th Edition, 2021) was used to estimate the trip generation. As discussed below, the City contends the use of the ITE Trip Generation Manual is justified and disagrees with the assertion that the modeling underestimated Project emissions from truck trips.

The commenter's recommendation to utilize other trip generation rates, such as those presented in the City of Fontana's 2003 *Truck Trip Generation Study*, is not consistent with other City guidance documents, recommendations, and impact analyses. The City of Fontana's *2003 Truck Trip Generation Study* is more than 20 years old and therefore, it is not representative of current trucking/industrial industry data, such as those released by other national sources. The latest Institute of ITE Trip Generation Manual (11th Edition, published in 2021) includes truck mix percentages for most of the industrial land use categories including those used for the Project. The ITE provides a mix of passenger cars versus total trucks and is an industry standard/source that is used across the country. The South Coast Air Quality Management District (SCAQMD) has preferred mix of trucks by axle-type for non-cold storage and cold storage warehouse uses. The use of these mixes in the traffic analysis, as was done for the Project, ensures that the traffic operations analysis and forecasts align with other technical studies that rely on the same data, such as air quality. Thus, the ITE Trip Generation Manual is an accepted methodology for estimating trip generation.

The air quality modeling is consistent with the trip generation of fleet assumptions of the traffic analysis, included as ***Appendix I*** of the Draft EIR. As shown in Table 4-2 of the Euclid Mixed-Use Specific Plan Traffic Analysis (included as ***Appendix I*** of the Draft EIR), total trucks generated by the truck/trailer parking lot, warehouse, and business park uses (total of 882 trucks) would consist of approximately 34.6 percent of the total 2,548 trips associated with those uses. The commenter miscalculated the truck percentage based on total trips for the entire Project Site, which includes uses that only account for passenger car trips. The remaining passenger car trips shown on Table 4-2 of the Euclid Mixed-Use Specific Plan Traffic Analysis are associated with residential, restaurant, and retail trips and application of Fontana Truck Trip Generation Study to those uses would not be appropriate. As such, the modeled truck fleet mix for applicable Project land uses (generating 882 trucks out of a total of 2,548 trips) is more conservative (34.6 percent) than the 20.4 percent trucks suggested in the comment. Therefore, the comment that the fleet mix assumptions underestimate operational emissions is incorrect. Therefore, no further revision to the analysis in the Draft EIR is required.

Response L1-e

The Air Quality Assessment, provided as ***Appendix B*** of the Draft EIR, used a truck trip length of 33.2 miles in the emissions modeling based on the California Air Resources Board (CARB) document *Emissions Estimation Methodology for On-Road Diesel-Fueled Heavy-Duty Drayage Trucks at California Ports and Intermodal Rail Yards*. It should be noted that this distance is specific to transloading/local distribution facilities and is the longest (i.e., most conservative) distance identified in the study for the South Coast Air Basin. Shorter distances are identified for other locations such as off-terminal and intermodal facilities. The CARB study used GIS to estimate travel distances. CARB explains that that estimating travel distances to/from the Ports of Los Angeles and Long Beach to distribution and transloading facilities is complicated because there are thousands of facilities and the number of trips to each facility and location of each facility is unknown. Therefore, CARB used the Ports' truck trip origin and destination (O-D) survey data to estimate distribution center travel distances.

The CalEEMod methodology uses average trip lengths, which accounts for some longer trips (e.g., to/from the Ports of Los Angeles and Long Beach or other location) and some shorter trips (e.g., to/from other facilities or warehouses in the area). Goods movement can involve several steps (i.e., origin and destination) between the port and a particular warehouse, intermodal facility, or other facility. Each step would be a separate trip. As such, not all truck trips would originate from the Ports; some trips may be from intermodal facilities, storage warehouses, cross-dock warehouses, distribution centers, retail stores, etc. Truck trips would likely be redistributed from other existing locations. As described above, the CARB truck trip lengths used in the Air Quality Assessment are based on substantial evidence and representative of warehouse truck trips to/from the ports in the South Coast Air Basin (i.e., the region where the Project is located). Therefore, no further revision to the analysis in the Draft EIR is required.

Response L1-f

The City acknowledges that health risk assessment (HRA) modeling does not include the building downwash option (where the potential for pollutants to be trapped in a recirculating pattern near buildings is accounted for) in the AERMOD dispersion model for operations. The purpose of building downwash is to determine if stack discharge might become caught in the turbulent wakes of structures within close proximity. A plume drawn into a turbulent wake is temporarily trapped in a recirculating cavity, increasing ground-level pollutant concentrations near the building than if the building weren't present. The City disagrees that the dispersion modeling must include building downwash. The SCAQMD *Health Risk Assessment Guidance for Analyzing Cancer Risks from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis* (August 2003) includes guidance for truck idling, ship hoteling at ports and train idling. Page 6 of said document further describes that volume or area source options (where the movement of sources, such as trucks, within a given area is accounted for) are most appropriate for the diesel particulate matter sources associated with truck idling and movement and that point source treatment is most appropriate for ship activity and train idling emissions where the source of emissions has little to no movement (i.e., ships idling at the port). Additionally, the treatment of downwash in AERMOD is based on the Plume Rise Model Enhancements (PRIME) model which is integrated into AERMOD for point sources (Schulman et al. 2000) only and is therefore only applicable to point and flare

emission source types. In addition, PRIME algorithms have not been updated and the current treatment of downwash does not reflect more recent research and the current understanding of downwash effects.[1]

The Draft EIR modeled the mobile sources in the AERMOD dispersion model as line-volume sources consistent with SCAQMD guidance that represent on- and off-site truck movements and idling and is consistent with industry standard analysis. As the building downwash modeling option is applicable to point and flare emissions source types, it is not applicable to line-volume sources that were modeled for the Project.

With regard to emissions from backup generators, tenants of the proposed buildings are not known and it is not possible to know if or where backup generators would be installed. In addition, area sources (which encompass a general area on the site as opposed to a specific location for a point source) assume less dispersion due to a lower release height of pollutants (closer ground level) and lower exit velocity (speed at which pollutants are emitted from the exhaust) compared to a point source with a higher release height and exit velocity. The lower release height and lower exit velocity associated with the area sources assumed in the modeling results in a more conservative analysis in that greater pollutant concentrations near the ground-level (in closer proximity to receptors) released at lower speeds would disperse slower. Therefore, areas sources were modeled to account for backup generators throughout the Project Site to provide a more conservative analysis. The modeling data is available in ***Appendix B*** of the Draft EIR. Therefore, no further revision to the analysis in the Draft EIR is required.

Response L1-g

Though not required by CEQA, the analysis in the Draft EIR (***Section 4.3: Air Quality*** of the Draft EIR, pages 4.3-32 through 4.3-46, and ***Appendix B2: Health Risk Assessment Data*** of the Draft EIR) conservatively analyzed localized impacts from Project operations on future on-site residential receptors. As discussed in ***Section 4.3: Air Quality*** of the Draft EIR, pages 4.3-32 through 4.3-46, mitigated buildout operations would not result in significant impacts related to localized criteria pollutant emissions (see Tables 4.3-19 and 4.3-20 in ***Section 4.3: Air Quality*** of the Draft EIR) or carcinogenic and non-carcinogenic risks (see Tables 4.3-21 and 4.3-22 in ***Section 4.3: Air Quality*** of the Draft EIR), at off-site or future on-site residential receptors. Based on California Green Building Standards Code (CALGreen) Section 5.504.5.3 requirements, most residential heating, air conditioning, and ventilation (HVAC) systems are rated for MERV13. The use of filters greater than MERV13 is not required and no presumed effectiveness or feasibility of a particular HVAC filter to filter out DPM or VOC has been accounted for in the analysis. It is noted that maintenance of the HVAC systems including filters would be performed by the building manager to ensure filters are changed regularly and that systems are fully functioning. Additionally, buildings are required to be energy efficient, meeting the strict standards of Title 24 (Part 6 and Part 11), which would offset the HVAC system energy consumption. Therefore, no further action needed. Therefore, no further revision to the analysis in the Draft EIR is required.

[1] U.S. EPA, Issues Related to Building Downwash in AERMOD. https://www.epa.gov/sites/default/files/2021-01/documents/downwash_overview_white_paper.pdf.

Response L1-h

The Draft EIR identifies potentially significant levels of emissions during construction and operation of the proposed Project. The Draft EIR also includes a number of Plans, Programs, and Policies, standard conditions, and mitigation measures to reduce impacts from the proposed Project. These Plans, Programs, and Policies are provided within ***Section 4.3: Air Quality*** of the Draft EIR, pages 4.3-15 through 4.3-16; Regulatory Requirements are included within ***Section 4.3: Air Quality*** of the Draft EIR, pages 4.3-27 through 4.3-28; and mitigation measures are provided within ***Section 4.3: Air Quality*** of the Draft EIR, pages 4.3-28 through 4.3-30 and page 4.3-44. The City disagrees that the suggested performance standards must be adopted in the Final EIR, as discussed further below.

The City requires the use of "Super-Compliant" low VOC paints during construction through the implementation of Mitigation Measure (MM) AQ-1. The City designed air quality mitigation measures to require strategies which can reasonably be seen as feasible at the time Project operations are expected to begin. For example, it would not be feasible to require the Project Applicant to use more electric construction equipment than stated in the Draft EIR or zero emissions or near zero emissions heavy-duty trucks because such equipment suitable for project construction are not now nor are they expected to be commercially available to meet the construction needs of the Project within the Project schedule. Specifically, MM AQ-2 through MM AQ-7 have been identified to reduce operational emissions. MM AQ-2 requires that all cargo handling equipment used on a daily basis (yard trucks/hostlers, forklifts, etc.) be electric. MM AQ-3 requires the implementation of a Transportation Demand Management program to reduce single occupant vehicle trips and encourage transit. MM AQ-4 requires the buildings to be designed to accommodate EV infrastructure, and MM AQ-5 prohibits idling when engines are not in use. MM AQ-7 prohibits refrigerated warehouse space/cold storage. MM GHG-1 requires that the Project incorporate project design features to achieve a minimum score of 100 points on the Climate Action Plan Screening Tables. Incorporation of eligible design features such as low-flow water fixtures and renewable energy would result in reduced operational emissions. Additionally, Standard Condition (SC) AQ-9 through SC AQ-11 would provide designated parking to promote the use of alternative fuels and clean fleets, facilitate future installation of EV supply equipment, and limit idling times.

This comment provides a list of recommended additional mitigation measures to reduce the Project's operational VOC and NO_X emissions. The Draft EIR identifies a number of Plans, Programs, and Policies, standard conditions, and mitigation measures to reduce impacts from the proposed Project. These Plans, Programs, and Policies are provided within ***Section 4.3: Air Quality*** of the Draft EIR, pages 4.3-15 through 4.4-16; Regulatory Requirements are included within ***Section 4.3: Air Quality*** of the Draft EIR, pages 4.3-27 through 4.3-28; and mitigation measures are provided within ***Section 4.3: Air Quality*** of the Draft EIR, pages 4.3-28 through 4.3-30 and page 4.3-44. The City disagrees that the suggested additional mitigation measures are necessary and feasible. The applicability and feasibility of each of these proposed measures is discussed below:

Mitigation Measures for Operational Air Quality Impacts from Mobile Sources

1) *Require zero-emissions (ZE) or near-zero emission (NZE) on-road haul trucks.*
   The suggested measures contained in the comment related to ZE or NZE vehicles are not feasible to implement, because the availability of vehicles equipped with such technology in the opening

year is speculative. Even with adoption of CARB's Advanced Clean Truck Rule, CARB acknowledges that it will take time for ZE and NZE vehicles to become commercially availability and to penetrate market.

Emissions of motor vehicles are controlled by State and federal standards, and neither the City nor the Project has control over these standards. Federal and State agencies regulate and enforce vehicle emission standards. Trucks accessing the Project site would be subject to the Advanced Clean Truck Regulation, CARB's Mobile Source Strategy, CARB's Sustainable Freight Action Plan, and CARB's Emissions Reduction Plan for Ports and Goods Movement. Additionally, trucks are subject to the Heavy-Duty Low NO_X Omnibus Regulation. As noted in the comment, these regulations are required for all trucks. These suggested mitigation measures are already part of the existing regulatory environment and would not be considered mitigation under CEQA. For example, CARB already regulates truck emissions with the Advanced Clean Truck Regulation, the Mobile Source Strategy (including the low-NO_X engine emissions standard), the Sustainable Freight Action Plan, and the Emissions Reduction Plan for Ports and Goods Movement, among others. As these regulations are already required, they do not represent CEQA mitigation for the Project.

2) *Require a phase-in schedule to incentivize the use of cleaner operating trucks to reduce any significant adverse air quality impacts.*

Refer to response L1-h(1), above. As these regulations are already required, they do not represent CEQA mitigation for the Project.

3) At a minimum, require the use of a 2010 model year that meets CARB's 2010 engine emissions standards.

The CARB Truck and Bus Regulation required trucks to be upgraded to 2010 or new model year engines. The Truck and Bus regulation has been in effect since December 2008 and the final deadline for the last replacement phase of the regulation was January 1, 2023. As this regulation is already required, it does not represent CEQA mitigation for the Project.

4) Limit the daily number of trucks allowed at the Proposed Project to levels analyzed in the Final CEQA document.

The analysis provided in the Draft EIR is based on a set of realistic, but conservative, assumptions regarding the magnitude of potential activities resulting from the proposed Project, including truck trip estimates. The comment does not provide any substantial evidence that the Proposed Project would exceed this estimate and therefore such an action would not reduce any potentially significant impacts.

5) Provide electric vehicle (EV) charging stations or, at a minimum, provide electrical infrastructure, and electrical panels should be appropriately sized. Electrical hookups should be provided for truckers to plug in any onboard auxiliary equipment.

Draft EIR PDF GHG-2 ensures that the tilt-up concrete warehouse buildings shall have rooftops that can support tenant improvements for solar panels (i.e., solar-ready). As discussed in ***Section 4.8: Greenhouse Gas Emissions*** of the Draft EIR, page 4.8-37, the Project would comply with the Building Energy Efficiency Standards, the California Green Building Standards Code (CALGreen), and energy efficiency measures implemented by the City's Climate Action Plan (CAP). Consistent with the CAP, the buildings developed under the Project would have rooftops that can support solar panels (i.e., solar-ready) which will comply with solar ready requirements of the Building Energy Efficiency Standards, which would enable future tenants to install a PV system. Further, MM AQ-4 requires electrical conduit for future electric trucks. Therefore, the Project would be consistent with this recommended measure.

Commenter-Recommended Mitigation Measures for Operations Air Quality Impacts from Other Area Sources

1) *Maximize the use of solar energy by installing solar energy arrays.*

The proposed Project would promote renewable energy sources including passive solar collection, subject to the City of Ontario policies and development regulations, within the Business Park and Mixed-Use Districts. Draft EIR PDF GHG-2 ensures that the tilt-up concrete warehouse buildings shall have rooftops that can support tenant improvements for solar panels (i.e., solar-ready). As discussed in ***Section 4.8: Greenhouse Gas Emissions*** of the Draft EIR, page 4.8-37, the Project would comply with the Building Energy Efficiency Standards, the California Green Building Standards Code (CALGreen), and energy efficiency measures implemented by the City's Climate Action Plan (CAP). Consistent with the CAP, the buildings developed under the Project would have rooftops that can support solar panels (i.e., solar-ready) which will comply with solar ready requirements of the Building Energy Efficiency Standards, which would enable future tenants to install a PV system. The residential buildings on-site would be prewired for the future installation of solar collection improvements. Therefore, the Project would be consistent with this recommended measure.

2) *Use light-colored paving and roofing materials.*

California's Title 24, Part 6 Building Energy Efficiency Standards includes cool roof requirements for new and existing buildings. These requirements are in the following sections of the 2022 Title 24, Part 6 standards:

- Section 10-113(a): (Mandatory Labeling of Roofing Product Reflectance and Emittance)
- Section 10-113(b): (Mandatory Certification)
- Section 110.8(i): (Mandatory Insulation, Roofing Products & Radiant Barriers)
- Section 140.1: (Performance Approach: Energy Budgets [Nonresidential])
- Section 140.2: (Prescriptive Approach [Nonresidential])
- Section 140.3(a)(1): (Prescriptive Requirements for Building Envelopes [Nonresidential])

Therefore, the Project would be consistent with this recommended measure.

3) *Utilize only Energy Star heating, cooling, and lighting devices and appliances.*

2022 Title 24, Part 6 Building Energy Efficiency Standards includes requirements to meet or exceed Energy Star standards. Therefore, the Project would be consistent with this recommended measure.

Commenter-Recommended Design Considerations

1) *Clearly mark truck routes with trailblazer signs.*

Draft EIR MM AQ-5 requires the Project to post signs that direct trucks to truck routes and away from sensitive receptors. Therefore, the Project would be consistent with this recommended measure.

2) *Design the Proposed Project such that truck entrances and exits are not facing sensitive receptors and trucks will not travel past sensitive land uses to enter or leave the Proposed Project site.*

As discussed in ***Section 4.8: Greenhouse Gas Emissions*** of the Draft EIR, page 4.8-34, the Project is located in proximity to existing truck routes and freeways. As mentioned, MM AQ-5 requires the Project to post signs that direct trucks to truck routes and away from sensitive receptors, consistent with City requirements that truck traffic to be routed to minimize the impact on sensitive land uses (e.g., access locations, use of traffic control features, signage). Therefore, the Project would be consistent with this recommended measure.

3) *Design the Proposed Project such that any truck check-in point is inside the Proposed Project site to ensure no trucks are queuing outside.*

As described above, the City has requirements for truck traffic. In addition, ***Section 4.8: Greenhouse Gas Emissions*** of the Draft EIR, page 4.15-20, states that the "truck/trailer component of the Project is anticipated to provide overflow or excess trailer parking for nearby warehouses and distribution centers." The truck storage lot is anticipated to serve nearby warehouses and distribution facilities that would be seeking to locate overflow truck/trailer storage as close as possible to the primary warehouse or distribution facility. As a result, the trips are expected to be local serving. Therefore, the Project would be consistent with this recommended measure.

4) *Design the Proposed Project to ensure that truck traffic inside the Proposed Project site is as far away as feasible from sensitive receptors.*

As described above, the City requires truck traffic to be routed to minimize the impact on sensitive receptors, (e.g., access locations, use of traffic control features, signage). Therefore, the Project would be consistent with this recommended measure.

5) *Restrict overnight truck parking in sensitive land uses by providing overnight truck parking inside the Proposed Project site.*

The Project is required to provide adequate on-site parking in accordance with the City's parking standards. The City requires facilities to provide adequate on-site parking and queuing for trucks/trailers away from sensitive receptors and prohibit commercial truck and/or trailer parking

on the public road right- of-way or adjacent to sensitive receptors. Therefore, the Project would be consistent with this recommended measure.

As discussed above, the City designed six operational air quality mitigation measures and one greenhouse gas (GHG) mitigation measure to require strategies which can reasonably be seen as feasible at the time Project construction and operations are expected to begin. MM AQ-2 through MM AQ-7 have been identified to reduce operational emissions. MM AQ-2 requires that all cargo handling equipment used on a daily basis (yard trucks/hostlers, forklifts, etc.) be electric. MM AQ-3 requires the implementation of a Transportation Demand Management program to reduce single occupant vehicle trips and encourage transit. MM AQ-4 requires the buildings to be designed to accommodate EV infrastructure, and MM AQ-5 prohibits idling when engines are not in use. MM AQ-7 prohibits refrigerated warehouse space/cold storage. Additionally, the applicant must complete and submit a final set of screening tables showing the achievement of the required 100 points prior to issuance of the building permit, as required by MM GHG-1. Therefore, no further revision to the analysis in the Draft EIR is required.

Response L1-i

This comment does not raise any substantive issues regarding the adequacy of the Draft EIR. No further response is necessary. Therefore, no further revision to the analysis in the Draft EIR is required.

Response L1-j

This air quality impact analysis considers construction and operational impacts associated with the Project. Where criteria air pollutant quantification was required, emissions were modeled using the California Emissions Estimator Model (CalEEMod; see ***Appendix B1: Air Quality Emissions Model Data*** of the Draft EIR). Air quality impacts were assessed according to methodologies recommended by CARB and the SCAQMD. SCAQMD rules considered in the analysis are discussed in ***Section 4.8: Greenhouse Gas Emissions*** of the Draft EIR, page 4.3-9 and 4.3-10, and includes Rule 402 (Nuisance), Rule 403 (Fugitive Dust), Rule 431.2 (Sulfur Content of Liquid Fuels), Rule 1113 (Architectural Coatings), and Rule 2305 (Warehouse Indirect Source Rule). Typical construction equipment assumed by CalEEMod includes the use of generators.[2] In order to provide a conservative analysis, the Draft EIR included emissions associated with backup generators based on general assumptions and associated calculations are included in ***Appendix B***. Therefore, the construction and operations emissions estimations conservatively include the use of generators (see ***Appendix B1: Air Quality Emissions Model Data*** of the Draft EIR, ***Section 5.2*** Off-Road Equipment of CalEEMod output files).

In addition, MM AQ-2 provides the following guidance, should the City deem generators necessary: "Prior to the issuance of building permits, the City of Ontario Building Department shall confirm that if emergency generators are proposed, the Project applicant shall explore non-diesel options. If non-diesel generators are determined to not be feasible due commercial availability or the energy requirements of the project, the Project applicant shall provide written justification to be approved by the City's Building Department." If stationary equipment, such as generators, is needed, the end user would be required to

[2] California Air Pollution Control Officers Association, 2022. California Emissions Estimator Model (CalEEMod) Version 2022.1 User Guide. https://www.caleemod.com/user-guide.

obtain a permit from the SCAQMD prior to installation. Stationary equipment would be required to implement SCAQMD's Best Available Control Technology (BACT) and comply with applicable SCAQMD Rules, such as Rule 1470 (Requirements for Stationary Diesel-Fueled Internal Combustion and Other Compression Ignition Engines). In order to provide a conservative analysis, the Draft EIR also included emissions associated with backup generators based on general assumptions (see ***Section 4.3: Air Quality*** of the Draft EIR, page 4.3-19) and the associated calculations are included in ***Appendix B1***. Therefore, no further revision to the analysis in the Draft EIR is required.

Response L1-k

The comment is general in nature, summarizing portions of California Public Resources Code and CEQA Guidelines and includes the author's salutation. The City of Ontario intends to fully comply with the requirements of California Public Resources Code Section 21092.5(a) and CEQA Guidelines Section 15088 as requested in the comment. That is, the comment requests that the City comply with CEQA when responding to SCAQMD's comments. As requested, the City's responses to SCAQMD's comments will be sent to the SCAQMD as part of the Final EIR distribution prior to certification of Final EIR. As the comment does not raise any issues with respect to the content and adequacy of the Draft EIR or the Project's environmental effects, no further response is warranted. The comment is included here to provide a complete record of the SCAQMD's letter. The comment will become part of the administrative record and will be considered by the decision-makers. The comment does not raise any CEQA related issues, and no response is therefore warranted. Therefore, no further revision to the analysis in the Draft EIR is required.

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Comment Letter L2 – City of Chino

EUNICE M. ULLOA
Mayor

KAREN C. COMSTOCK
Mayor Pro Tem

CURTIS BURTON
CHRISTOPHER FLORES
MARC LUCIO
Council Members

DR. LINDA REICH
City Manager

CITY of CHINO

February 6, 2024

Edmelynne V. Hutter, Senior Planner
City of Ontario Planning Department
303 East "B" Street
Ontario, CA 91764

Re: Notice of Availability of a DEIR: Euclid Mixed Use Specific Plan Draft Environmental Impact Report

Dear Edmelynne,

This letter is in response to the Notice of Availability for an Environmental Impact Report for the Proposed Euclid Mixed Use Specific Plan, made available on December 22, 2023. Thank you for giving the City of Chino the opportunity to review the information and provide comment. The City's comments are outlined below: a

Traffic / Transportation

1. The Traffic Impact Analysis for the project does not assess impacts likely to occur in the City of Chino. The TIA needs to analyze all intersections along the Edison Avenue / Grand Avenue corridor from SR-71 to Euclid as this is likely to be a route for trucks from and to the project. Passenger vehicle traffic also does not analyze traffic through the City of Chino and needs to be included in the TIA. Chino's TIA guidelines require analysis of any intersection estimated to have a 50 peak hour trip increase to traffic by a project. b
2. The City of Chino will require coordination of improvements to Euclid Avenue including the modification of traffic signals at Schaefer Avenue, Red Bud Lane, and Edison Avenue. The City of Chino may require conditions of approval related to public improvements on the project to ensure improvements are built in compliance with the Chino General Plan. c
3. The Air Quality Chapter of the City of Chino General Plan speaks to Distribution centers and warehouses not being located within 1,000 feet of a sensitive receptor, this includes religious facilities, daycare, residential communities, etc (see Attachment). There is currently a daycare facility located at the intersection of Euclid Avenue and Schaefer Avenue, a religious facility with a daycare near the intersections of Euclid Avenue and Edison Avenue and a residential community just across Euclid Avenue south of Schaefer Avenue. Distribution/Warehouse buildings that operate with more than 100 truck trips per day would need to be located outside of these 1,000 feet. What is the proposed daily trip generation of each building and the distance from the buildings from these sensitive receptors? Please provide a plan that shows the distance to the buildings that intend to have greater than 100 truck trips per day. d

1

13220 Central Avenue, Chino, California 91710
Mailing Address: P.O. Box 667, Chino, California 91708-0667
(909) 334-3250 • (909) 334-3720 Fax
Web Site: www.cityofchino.org

Public Works

1. The notice indicated the project is on 84.1 acres, but the PWQMP seems to only cover 58.6 acres. Additionally, the area is ultimately tributary to Chino's master storm drain Line "I" and the site is recognized as a high potential for trash debris to be conveyed to that facility. To provide a better full capturing of debris, onsite filters and full trash capture devices should be incorporated into WQMP. e
2. The project site is located within 1,000 feet of Chino's water treatment facility. Dust control and circulation of traffic during construction should be maintained. f
3. Outdoor trailer parking is proposed in open space zoning. Will this open space be replaced elsewhere? g

If you have any questions, please contact Chris Cortez, Assistant Planner, by email at ccortez@cityofchino.org, or by phone at 909-334-3250.

Sincerely,



Chris Cortez
Assistant Planner

cc: Michael Hitz, AICP, Principal Planner
Dennis Ralls, T.E., Transportation Manager
Natalie Avila, E.I.T., Associate Engineer

Attachments: Chino General Plan – Air Quality h

2

D. Goals, Objectives, Policies, and Actions

See the Open Space and Conservation Element for goals, objectives, policies, and actions related to greenhouse gas emissions and climate change. Also see the Transportation Element for additional goals, objectives, policies, and actions related to reducing emissions associated with vehicle travel.

Goal AQ-1 Preserve and improve air quality in Chino and the region.

Objective AQ-1.1 Improve air quality through land use and transportation planning decisions.

Policies

P1. The City shall promote land use patterns that reduce the number and length of motor vehicle trips.

P2. Where development opportunities near shopping areas and transit corridors exist, the City shall prioritize higher-density residential development.

P3. The City shall encourage employment areas to include a mix of retail support services.

P4. Design new intersections to function in a manner that reduces air pollutant emissions from stop and start and idling traffic conditions.

P5. The City shall, to the extent practicable, separate sensitive land uses (schools, senior centers, medical facilities, and residences) from significant sources of air pollutants, toxic air contaminants, or odor emissions.

P6. The City shall require developers of projects that include sensitive land uses (schools, senior centers, medical facilities, and residences) in proximity to State Route 71 and State Route 60 to prepare a health impact assessment (HIA) to determine the significance of

the impact, and to incorporate project-specific mitigation measures to avoid this risk.

P7. The City shall promote expansion of employment opportunities within Chino to reduce commuting to areas outside of the City.

P8. The City shall continue to enforce the vehicle idling restrictions established by the State.

P9. The City shall prohibit each and every new land use that has the potential to be a source of air pollution from being located closer than the specified minimum distance from any sensitive land use (when measured as a straight line between the points of the new land use and the sensitive land use that are closest to each other):

- Freeways, urban roads with over 100,000 daily vehicle trips, or rural roads with over 50,000 daily vehicle trips – 500 feet.
- Distribution centers, warehouses, and other facilities serving as a distribution point for the transfer of goods with over 100 trucks per day, over 40 trucks with transport refrigeration units per day, or with all such units operating more than 300 hours per week – 1,000 feet.
- Rail yards or railroads – 1,000 feet.
- Facilities where crude oil is converted into any petroleum product – 1,000 feet.
- Chrome platers and other operations using hexavalent chromium – 1,000 feet.
- Dry cleaners and other operations using perchloroethylene – 500 feet.
- Gasoline-dispensing facilities with the potential for total throughput equal to 3,600,000 gallons or more per year – 300 feet.

- Gasoline-dispensing facilities with no potential for total throughput in excess of 3,600,000 gallons per year – 50 feet.

"Sensitive land use" refers to any and all land uses where sensitive receptors are likely to spend time, including, but not limited to schools, schoolyards, parks, playgrounds, daycare facilities, nursing homes, hospitals, religious facilities, and residential communities; "sensitive receptors" refers to children, the elderly, and members of the public with serious health problems affected by air quality; and "new land use" includes the development of undeveloped land, the redevelopment of an existing developed site, or any use that requires a new permit from the City (whether ministerial or discretionary) even if no construction is involved.

P10. The City shall require each and every new land use where any sensitive receptor may be present for any period of time to employ all commercially reasonable design techniques and equipment sufficient to minimize to the maximum extent feasible all potential exposures to air pollution on the site of the use.

Objective AQ-1.2

Actions

A1. Implement traffic features such as roundabouts or the use of integrated signalization to improve traffic flow and reduce emissions from vehicle idling and stop and start.

A2. Install LED traffic signals throughout Chino to reduce the City's electricity consumption.

A3. Utilize the latest energy-efficient technologies for street and parking lot lights that meet City and state standards.

A4. Establish a local ordinance that exceeds the State vehicle idling restrictions where appropriate, including restrictions for bus layovers, delivery vehicles, trucks at warehouses and distribution facilities, and taxis, particularly when these activities take place close to sen-

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Response to Comment Letter L2 – City of Chino

Response L2-a

Comment is introductory and general in nature. Therefore, no further action needed. Therefore, no further revision to the analysis in the Draft EIR is required.

Response L2-b

The commentor states that the Project Traffic Impact Analysis (Traffic Analysis) does not assess impacts that are likely to occur in the City of Chino. The City disagrees with this assertion. Roadways and intersections that could likely be substantially affected by Project traffic were identified through the Project Traffic Study Scoping Agreement, included within ***Appendix I1: Traffic Analysis*** of the Draft EIR. The City of Ontario (the CEQA Lead Agency) has reviewed and approved the Traffic Study Scoping Agreement.

The Traffic Study Scoping Agreement identifies roadways and intersections located north, south, and east of the Project site as likely travel routes for traffic accessing the Project site. This is consistent with the Project location in the context of regional travel corridors, and the most direct travel routes available to Project traffic connecting with regional traffic corridors. More specifically, State Route 83 (SR-83, Euclid Avenue) comprises the Project site western boundary. Direct access to State Route 60 (SR-60) to the north, and State Route 71 (SR-71) to the south is provided by SR-83. Edison Avenue comprises the Project site southern boundary. Direct access to Interstate 15 (I-15) to the east is provided by Edison Avenue. It is considered unlikely that substantial traffic accessing the Project site would take a circuitous route traversing the City of Chino located west of the Project site, across SR-83. Please refer also to the Traffic Study Scoping Agreement, which is provided as Appendix 1.1: Traffic Study Scoping Agreement to ***Appendix I1: Traffic Analysis*** of the Draft EIR.

City of Chino Traffic Impact Analysis guidelines cited by the commentor are recognized. The Project is located in the City of Ontario (the CEQA Lead Agency). Accordingly, the Project Traffic Analysis has been prepared consistent with City of Ontario requirements.

As a general note, commentor concerns regarding Traffic Impact Analysis roadway performance standards (Level of Service [LOS] impacts) are recognized. However, LOS is not an environmental concern recognized under CEQA. The Traffic Analysis and LOS information presented in the Draft EIR are provided for the purposes of developing roadway general design and performance parameters. The City may employ these designs and standards in future planning and development of the area circulation system. LOS considerations do not affect findings and conclusions of the Draft EIR.

Based on the preceding, findings and conclusions of the Draft EIR are not affected. Therefore, no further revision to the analysis in the Draft EIR is required.

Response L2-c

Comment noted. The comment makes no specific claim regarding the validity of the Draft EIR. Pursuant to State CEQA Guidelines Section 15088(a), a lead agency is only required to evaluate and respond to comments raised on environmental issues, and thus no further response is necessary. The City of Ontario

will coordinate with the City of Chino regarding improvements to Euclid Avenue including the modification of traffic signals at Schaefer Avenue, Red Bud Lane, and Edison Avenue. Generally, the City of Ontario will coordinate with the City of Chino to ensure compatible design(s) and construction of shared public improvements, and public improvements transitions. Therefore, no further revision to the analysis in the Draft EIR is required.

Response L2-d

City of Chino General Plan Air Quality Chapter requirement for a 1,000-foot separation between distribution warehouse operations with 100 or greater trucks per day and sensitive receptors is recognized. The 1,000-foot separation is intended to buffer or avoid air pollutant effects of warehouse operations at proximate sensitive land uses. The Project is closer than 1,000 feet to the sensitive uses identified by the commentor; also depicted in ***Section 4.12: Noise*** of the Draft EIR, Figure 4.12-1: Sensitive Receptors and Noise Measurement Locations.[3] The Project in total would generate more than 100 truck trips per day, as discussed in ***Section 4.15: Transportation and Traffic*** of the Draft EIR, page 4.15-13.

The Ontario Plan 2050 (TOP 2050) Policy ER-4.9 incorporates provisions similar to those adopted by the City of Chino addressing protection of sensitive land uses. TOP 2050 Policy ER-4.9 requires that new developments conduct a Health Risk Assessment (HRA) for land uses that generate more than 100 trucks per day, or 40 trucks per day for trucks with transportation refrigeration units (TRU's), if these developments are located within 1,000 feet of sensitive land uses.

Consistent with City of Ontario requirements, a construction and operational phase HRA has been prepared for the Project and is incorporated in ***Section 4.3: Air Quality*** and ***Appendix B*** of the Draft EIR. In this manner, the Draft EIR fully considers and addresses the Project's potential localized air quality impacts at sensitive uses, including those uses cited by the commentor. The analysis presented in ***Section 4.3: Air Quality*** of the Draft EIR, pages 4.3-30 through 4.3-44, and in the Project HRA Modeling within ***Appendix B*** of the Draft EIR substantiate that localized air quality impacts to all areas having sensitive receptors (including sensitive receptors located in the City of Chino) would be less-than-significant as mitigated by MM AQ-1 through AQ-8. As shown in ***Section 4.3: Air Quality*** of the Draft EIR, page 4.3-28, MM AQ-1 requires the Project to use "Super-Compliant" low VOC paints. As shown in ***Section 4.3: Air Quality*** of the Draft EIR, pages 4.3-28 and 4.3-29, MM AQ-2 requires that all cargo handling equipment used on a daily basis (yard trucks/hostlers, forklifts, etc.) be electric. As shown in ***Section 4.3: Air Quality*** of the Draft EIR, page 4.3-29, MM AQ-3 requires the implementation of a Transportation Demand Management program to reduce single occupant vehicle trips and encourage transit. As shown in ***Section 4.3: Air Quality*** of the Draft EIR, pages 4.3-29 and 4.3-30, MM AQ-4 requires the buildings to be designed to accommodate electric vehicle infrastructure, and MM AQ-5 prohibits idling when engines are not in use. As shown in ***Section 4.3: Air Quality*** of the Draft EIR, page 4.3-30, MM AQ-6 prohibits the installation of wood-burning and natural gas devices. As shown in ***Section 4.3: Air Quality*** of the Draft EIR, page 4.3-30, MM AQ-7 prohibits refrigerated warehouse space/cold storage. As shown in ***Section 4.3: Air Quality*** of the Draft EIR, page 4.3-44, MM AQ-8 requires off-road equipment

[3] The nearest sensitive receptor to Project Phase I is a single-family residence located 135 feet (41 meters) west of the Project [in the City of Chino] (Draft EIR. p. 4.3-31)

50 horsepower or greater to meet California Air Resources Board Tier 4 Final standards. Therefore, no further revision to the analysis in the Draft EIR is required.

Response L2-e

The commenter is requesting clarification on the scope of the Preliminary Water Quality Management Plan that was prepared on March 16, 2023, for the Phase I area. The Phase II area is being evaluated only at a programmatic level, and there are no specific development proposals at this time. Upon commencement of project-level CEQA review for the Phase II area, a WQMP for the Phase II area would be conducted, similar to that of the Phase I analysis.

During future development of the Phase II area, Best Management Practices (BMPs), which could include debris capture, onsite filters, and full trash capture devices, would be incorporated as necessary. Additionally, ***Section 4.10: Hydrology and Water Quality*** of the Draft EIR, page 4.10-15, states that, while the Phase I development structures and associate would alter the existing hydrological characteristics of the site, impacts associated with water quality would be less than significant, as the Project would not increase the time of concentration and the post-development runoff volume would incorporate applicable BMPs. Therefore, the comment is noted for the record and no further revision to the Draft EIR is warranted.

Response L2-f

The commenter requests that dust control and circulation of traffic during construction should be maintained. As stated in ***Section 4.3: Air Quality*** of the Draft EIR, page 4.3-15, Project construction activities would be conducted in compliance with any applicable South Coast Air Quality Management District (SCAQMD) rules and regulations, including SCAQMD Rule 403. SCAQMD Rule 403 for Fugitive Dust requires fugitive dust sources to implement BMPs for all sources. Additionally, as discussed in ***Section 4.15: Transportation and Traffic*** of the Draft EIR, the Project would be required to comply with City Municipal Code Section 7-3.07, which requires that prior to any activity that would encroach into a right-of-way, the area be safeguarded through the installation of safety devices that would be specified by the City's Engineering Department during the construction permitting process to ensure that construction activities would not increase hazards. Therefore, no revisions to the Draft EIR are warranted.

Response L2-g

Comment noted. The comment makes no specific claim regarding the validity of the Draft EIR. Pursuant to State CEQA Guidelines Section 15088(a), a lead agency is only required to evaluate and respond to comments raised on environmental issues, and thus no further response is necessary. The Project would allow for approximately 12 acres of open space designated for non-recreational uses. While no buildings are proposed within this area, it is suitable for uses such as landscape plant nurseries, recreational vehicle and truck/trailer storage and other uses allowed by the City zoning. No further revision to the analysis in the Draft EIR is required.

Response L2-h

Comment is introductory and general in nature. Therefore, no further action needed.

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Comment Letter O1 - Blum, Collins & Ho LLP (Golden State Environmental Justice Alliance)

BLUM, COLLINS & HO LLP
ATTORNEYS AT LAW
AON CENTER
707 WILSHIRE BOULEVARD
SUITE 4880
LOS ANGELES, CALIFORNIA 90017
(213) 572-0400

February 5, 2024

Edmelynne V. Hutter
Senior Planner
City of Ontario
303 East "B" Street
Ontario, CA 91764

VIA EMAIL TO:
TGrahn@ontarioca.gov

Subject: Comments on Euclid Mixed Use Specific Plan EIR PLAN EIR (SCH NO. 2023020281)

Dear Ms. Hutter,

Thank you for the opportunity to comment on the Environmental Impact Report (EIR) for the proposed Euclid Mixed Use Specific Plan Project. Please accept and consider these comments on behalf of Golden State Environmental Justice Alliance. Also, Golden State Environmental Justice Alliance formally requests to be added to the public interest list regarding any subsequent environmental documents, public notices, public hearings, and notices of determination for this project. Send all communications to Golden State Environmental Justice Alliance P.O. Box 79222 Corona, CA 92877. a

1.0 Summary

The project proposes to demolish all existing onsite structures to accommodate the construction and operation of the Euclid Mixed Use Specific Plan (EMUSP). The EMUSP is composed of primarily industrial land uses with ancillary supporting commercial and includes a residential aspect. The EMUSP is anticipated to be developed in two phases (Phase I: industrial and commercial; Phase II: residential) within five planning areas on 18 parcels covering 84.1 acres in the City of Ontario. The project includes 1,386,777 square feet of business park/industrial uses, 290,110 square feet of commercial retail/office uses, and up to 466 residential units, and associated on-site and off-site infrastructure improvements. b

4.3 Air Quality, 4.6 Energy, and 4.8 Greenhouse Gas Emissions

Please refer to attachments from SWAPE for a complete technical commentary and analysis. c

The EIR does not include for analysis relevant environmental justice issues in reviewing potential impacts, including cumulative impacts from the proposed project. This is especially significant as the surrounding community is highly burdened by pollution. According to CalEnviroScreen 4.0[1], CalEPA's screening tool that ranks each census tract in the state for pollution and socioeconomic vulnerability. The proposed project's census tract (6071001905) is ranked in the 95th percentile for overall pollution burden, meaning the surrounding community bears the impact of multiple sources of pollution and is more polluted than average on several pollution indicators measured by CalEnviroScreen. For example, the project census tract ranks in the 80th percentile for ozone burden, 96th percentile for particulate matter (PM) 2.5 burden, and 61st percentile for diesel particulate matter burden. All of these environmental factors are typically attributed to heavy truck activity in the area. Ozone can cause lung irritation, inflammation, and worsening of existing chronic health conditions, even at low levels of exposure[2]. The very small particles of diesel PM can reach deep into the lung, where they can contribute to a range of health problems. These include irritation to the eyes, throat and nose, heart and lung disease, and lung cancer[3].

cont'd c

The census tract ranks among the most severely impacted in several areas that impact water quality. The census tract ranks in the 98th percentile for groundwater threats. People who live near contaminated groundwater may be exposed to chemicals moving from the soil into the air inside their homes[4]. Accordingly, the census tract ranks in the 100th percentile for drinking water impacts, which indicates that it ranks with the worst quality drinking water in the state. Poor communities and people in rural areas are exposed to contaminants in their drinking water more often than people in other parts of the state[5]. The census tract also ranks in the 44th percentile for impaired waters. Water pollution can harm wildlife habitats and change the number and types of plants and animals in the environment[6]. When fish and shellfish are contaminated, people who eat them can be exposed to toxic substances[7].

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The census tract also ranks in the 96th percentile for solid waste facility impacts and 64th percentile for hazardous waste facility impacts. Solid waste facilities can expose people to hazardous chemicals, release toxic gases into the air (even after these facilites are closed), and chemicals can

e

[1] CalEnviroScreen 4.0 https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-40
[2] OEHHA Ozone Burden https://oehha.ca.gov/calenviroscreen/indicator/air-quality-ozone
[3] OEHHA Diesel Particulate Matter https://oehha.ca.gov/calenviroscreen/indicator/diesel-particulate-matter
[4] OEHHA Groundwater Threats https://oehha.ca.gov/calenviroscreen/indicator/groundwater-threats
[5] OEHHA Drinking Water https://oehha.ca.gov/calenviroscreen/drinking-water
[6] OEHHA Impaired Waters https://oehha.ca.gov/calenviroscreen/indicator/impaired-water-bodies
[7] Ibid.

leach into soil around the facility and pose a health risk to nearby populations[8]. Hazardous waste generators and facilities contribute to the contamination of air, water and soil near waste generators and facilities can harm the environment as well as people[9].

cont'd e

The census tract ranks in the 70th percentile for toxic releases. People living near facilities that emit toxic releases may breathe contaminated air regularly or if contaminants are released during an accident[10].

f

Further, the census tract is a diverse community including 55% Hispanic, 3% African-American and 17% Asian-American residents, whom are especially vulnerable to the impacts of pollution. The community has a high rate of low educational attainment, meaning 52% of the census tract over age 25 has not attained a high school diploma, which is an indication that they may lack health insurance or access to medical care. The community also has a high rate of poverty, meaning 35% of the households in the census tract have a total income before taxes that is less than the poverty level. Income can affect health when people cannot afford healthy living and working conditions, nutritious food and necessary medical care[11]. Poor communities are often located in areas with high levels of pollution[12]. Poverty can cause stress that weakens the immune system and causes people to become ill from pollution[13]. Living in poverty is an indication that residents may lack health insurance or access to medical care. Medical care is vital for this census tract as it ranks in the 68th percentile for incidence of cardiovascular disease.
The community also has a high rate of linguistic isolation, meaning 76% of the census tract speaks little to no English and faces further inequities as a result.

g

The State of California lists three approved compliance modeling softwares[14] for non-residential buildings: CBECC-Com, EnergyPro, and IES VE. CalEEMod is not listed as an approved software. The CalEEMod modeling does not comply with the 2022 Building Energy Efficiency Standards and under-reports the project s significant Energy impacts and fuel consumption to the public and decision makers. Since the EIR did not accurately or adequately model the energy

h

[8] OEHHA Solid Waste Facilities https://oehha.ca.gov/calenviroscreen/indicator/solid-waste-sites-and-facilities
[9] OEHHA Hazardous Waste Generators and Facilities https://oehha.ca.gov/calenviroscreen/indicator/hazardous-waste-generators-and-facilities
[10] OEHHA Toxic Releases https://oehha.ca.gov/calenviroscreen/indicator/toxic-releases-facilities
[11] OEHHA Poverty https://oehha.ca.gov/calenviroscreen/indicator/poverty
[12] Ibid.
[13] Ibid.
[14] California Energy Commission 2022 Energy Code Compliance Software https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/2022-building-energy-efficiency-1

impacts in compliance with Title 24, a finding of significance must be made. A revised EIR with modeling using one of the approved software types must be prepared and circulated for public review in order to adequately analyze the project s significant environmental impacts. This is vital as the EIR utilizes CalEEMod as a source in its methodology and analysis, which is clearly not an approved software.

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The EIR analyzes the potentially significant impacts from Greenhouse Gas Emissions in a qualitative manner pursuant to CEQA Guidelines Section 15064.4. However, the consistency analysis provided is erroneous and does not demonstrate a good-faith effort, based to the extent possible on scientific and factual data, to describe, calculate or estimate the amount of greenhouse gas emissions resulting from the project and its significance. The EIR quantitatively concludes that the proposed project will have an annual operational emissions of 36,129 MT CO2e (22,787 MT CO2e Phase I and 13,342 MT CO2e Phase II), which is 12 times greater than the threshold of 3,000 MT CO2e annually. The EIR includes MM GHG-1 to require that the "Project incorporate project design features to achieve a minimum score of 100 points on the Screening Tables" within the Ontario Community Climate Action Plan (CCAP). The EIR continues in stating that, "As stated in the Community CAP, projects that achieve a minimum score of 100 points are considered less than significant. A preliminary set of the screening tables has been completed to show that the Project can feasibly achieve 100 points (refer to Appendix B)."

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However, Table 4.8-8: Community CAP Consistency provides erroneous and misleading consistency analysis of the proposed project with the reduction measures in order to conclude the project will have less than significant impacts. For example, Table 4.8-8 states that the project is consistent with "Transportation – Strategy 9, Transit-Oriented Development: Encourage development of compact, mixed-use, and transit-oriented development to improve the regional jobs-housing balance, especially on corridors served by high-ridership transit and bus rapid transit, such as Holt Avenue" because the "proposed Project would provide a mixed-use development along a high volume corridor, Euclid Avenue." This does not reflect the status of the transit facilities adjacent to the project site. The EIR states within the Transportation analysis that "The City is coordinating with regional transit agencies to implement BRT service to target destinations and along corridors, including Euclid Avenue on the western boundary of the Project site. The Project is located near Omnitrans Route 81. Omnitrans Route 81 operates on Riverside Drive north of the site. *However, there are no existing bus routes near the vicinity of the Project*." Bus service, including BRT that would serve a Transit Oriented Development, does not exist near the project site. The proposed project is not a Transit Oriented Development and will not be served by transit.

j

To further demonstrate the inaccuracy of proposed GHG reductions, Table 4.8-9: GHG Reduction Measures Screening Table for Ontario Development includes consistency analysis and CCAP

k

points for the residential portion of the proposed project, which is analyzed at a Programmatic level in the EIR. There is no site plan or development information provided for the proposed residential as part of the EIR. It is not appropriate to assign GHG reductions based on project-level specifics that are not discussed or included in the EIR otherwise for analysis and the residential portion of the project is only analyzed at a Programmatic level throughout the EIR. For example, the EIR assigns CCAP points for residential "Building Placement: North/South alignment of building or other building placement such that the orientation of the buildings optimizes natural heating, cooling, and lighting," and "Daylighting: All rooms daylighted," even though there is no site plan or floor plan provided. It is not possible to predict the layout of the future residential building placement and floor plan layouts within those buildings.

cont'd k

The efficacy of the proposed mitigation measures and reduction of GHG impacts below the applicable thresholds via points counted on the CCAP Tables cannot be assured and the project's GHG impact is therefore considered significant and unavoidable. A revised EIR must be prepared to include a finding of significance because there is no possible assurance that the project will comply with the proposed CCAP items, and the project site is factually not served by BRT, or any form of transit, and the EIR has utilized the CCAP screening tables to mislead the public and decision makers by erroneously concluding that a qualitative assessment of the project will reduce the project's 36,129 MT CO2e annual emissions to less than significant levels. Mitigation of the project's GHG impact to less than significant is not feasible, whether via the CCAP tables or otherwise.

l

Table 4.8-10: 2020-2045 RTP/SCS Consistency provides a misleading and erroneous consistency analysis with SCAG's 2020-2045 Connect SoCal RTP/SCS. Due to errors in modeling, modeling without supporting evidence (as noted throughout this comment letter and attachments), and the EIR's conclusion that the proposed project will have significant and unavoidable impacts to Air Quality and Greenhouse Gas Emissions, the project is directly inconsistent with Goal 5 to reduce greenhouse gas emissions and improve air quality, Goal 6 to support healthy and equitable communities, and Goal 7 to adapt to a changing climate. A revised EIR must be prepared to include a finding of significance due to these inconsistencies with SCAG's 2020-2045 Connect SoCal RTP/SCS.

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4.9 Hazards and Hazardous Materials

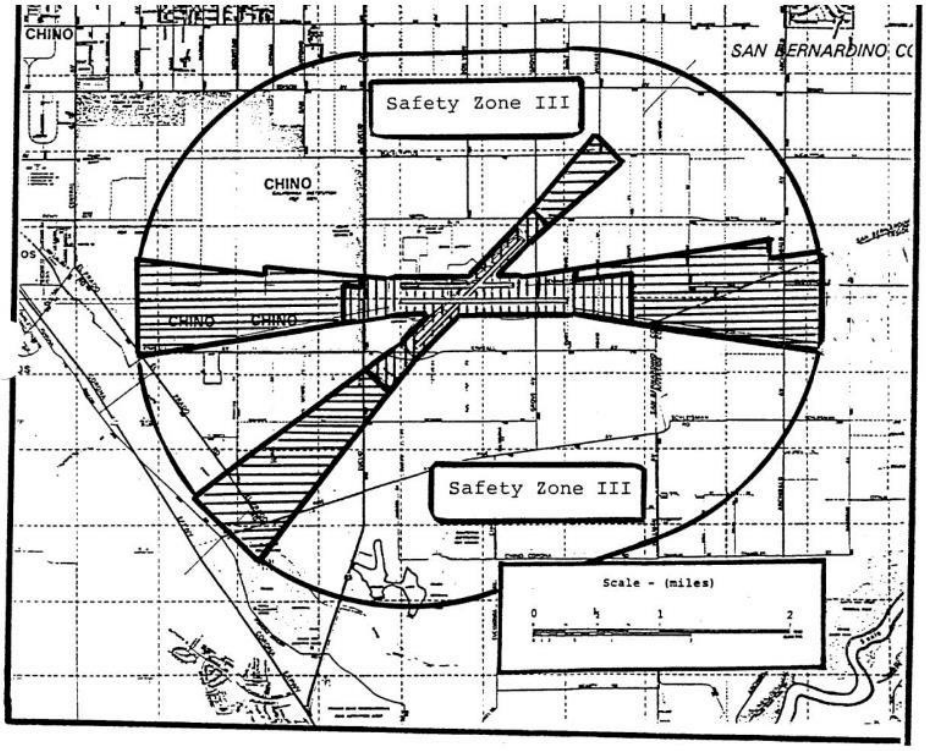
The EIR has not adequately or accurately analyzed the proposed project in accordance with CEQA Guidelines Environmental Checklist threshold, "For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working

n

in the project area?" It appears the EIR has solely utilized Chino Airport compatibility information from the Riverside Airport Land Use Commission. Chino Airport and the project site are both located within San Bernardino County, meaning that the San Bernardino County Airport Land Use Commission has jurisdiction over both items. Figure 4.9-1: Chino Airport Compatibility Zones is sourced to Riverside Airport Land Use Compatibility Plan Policy Document, Map CH-1 Compatibility Map Chino Airport, 2008, which ultimately does not provide a completely accurate depiction of analysis as RCALUC is not the approval body. Notably, it appears that the project site, including the southern residential portion of the site, is within Safety Zone III, which is a potentially significant impact that has not been analyzed by the EIR. The EIR must be revised to include an accurate consistency analysis with the SBALUC Chino Airport Compatibility Plan[15].

cont'd
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[15] https://www.sbcounty.gov/Uploads/lus/Airports/Chino.pdf



cont'd
n

4.11 Land Use and Planning

o

The EIR omits discussion and analysis regarding the project's inconsistency with other land use plans, policies, or regulations adopted for the purpose of avoiding or mitigating an environmental effect. For example, the project will have a significant and unavoidable cumulatively considerable impact to Air Quality because it will exceed the assumptions in the AQMP and generate operational-source emissions (VOC and NOX) that exceed SCAQMD thresholds. The project will also have a significant and unavoidable cumulatively considerable impact to Greenhouse Gas Emissions because the annual operational emissions of 36,129 MT CO2e (22,787 MT CO2e Phase I and 13,342 MT CO2e Phase II) will exceed the City's threshold of 3,000 MT CO2e per year and

will impede long-term GHG reduction goals of various plans (e.g., for 2030 and 2050) adopted for the purpose of reducing GHG emissions. The Land Use and Planning analysis omits any discussion regarding inconsistencies with the AQMP and California s statewide GHG reduction goals for 2030 and 2050. The EIR must be revised to include these significant and unavoidable cumulatively considerable impacts for analysis and include a finding of significance.

cont'd o

The EIR also does not provide any information regarding the buildout conditions of the City's General Plan. The EIR must be revised to provide a cumulative analysis discussion of projects approved since General Plan adoption and projects in the pipeline" to determine if the project will exceed the City s General Plan buildout scenario.

p

Table 4.11-2: Consistency with SCAG s 2020-2045 RTP/SCS Goals provides a misleading and erroneous consistency analysis with SCAG's 2020-2045 Connect SoCal RTP/SCS. Due to errors in modeling, modeling without supporting evidence (as noted throughout this comment letter and attachments), and the EIR's conclusion that the proposed project will have significant and unavoidable impacts to Air Quality and Greenhouse Gas Emissions, the project is directly inconsistent with Goal 5 to reduce greenhouse gas emissions and improve air quality, Goal 6 to support healthy and equitable communities, and Goal 7 to adapt to a changing climate. A revised EIR must be prepared to include a finding of significance due to these inconsistencies with SCAG's 2020-2045 Connect SoCal RTP/SCS.

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The EIR does not provide an accurate consistency analysis with all land use plans, policies, or regulations adopted for the purpose of avoiding or mitigating an environmental effect. Table 4.11-3: Consistency with the City of Ontario General Plan (TOP) 2050 provides a misleading and erroneous consistency analysis with several items from the TOP:

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1. Policy LU5-7 *ALUCP Consistency with Land Use Regulations.* We comply with state law that requires general plans, specific plans and all new development be consistent with the policies and criteria set forth within an Airport Land Use Compatibility Plan for any public use airport.

As stated above, the EIR has not adequately or accurately analyzed the project's consistency with the San Bernardino County ALUC Chino Airport Compatibility Plan. The EIR must be revised to include a statement regarding the inconsistency and include a finding of significance.

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2. Policy ER4-1 *Land Use.* We reduce GHG and other local pollutant emissions through compact, mixed use, and transit-oriented development and development that improves the regional jobs-housing balance.

As stated above, the EIR has provided a misleading and inaccurate qualitative analysis of the project's GHG emissions that cannot be feasibly assured to reduce GHG emissions to less than significant levels. The EIR must be revised to include a statement regarding the inconsistency and include a finding of significance. t

3. Policy ER4-6 *Particulate Matter*. We support efforts to reduce particulate matter to meet State and Federal Clean Air Standards.

The EIR concludes that the proposed project will have significant and unavoidable impacts to Air Quality, including inconsistency with the AQMP and exceeding emissions threshold for VOC and NOX. The EIR must be revised to include a statement regarding the inconsistency and include a finding of significance. u

Further, the EIR has not provided consistency analysis with all TOP items, and a revised EIR must be prepared to include a consistency analysis with all goals and policies of the TOP, including but not limited to the following: v

1. Policy CE3-1 *Fiscal Impact Disclosure*. We require requests for City Council action to disclose the full fiscal impacts, including direct and indirect costs.

2. Policy M1-5. Roadways maintain a peak hour Level of Service (LOS) E or better at all intersections.

Table 1-3: Summary of Improvements by Analysis Scenario within Appendix I concludes the following intersections outside the sole jurisdiction of the lead agency require improvements to address the peak hour deficiencies per the applicable thresholds of significance. Appendix I and Table 1-3 also provide a list of fair-share calculations for improvements that will allegedly mitigate significant and unavoidable impacts to the intersections to less than significant levels. w

1. #1: Euclid Av. (SR-83) & SR-60 WB Ramps (Ontario/Caltrans)
2. #2: Euclid Av. (SR-83) & SR-60 EB Ramps (Ontario/Caltrans)
3. #4: Euclid Av. (SR-83) & Riverside Dr (Ontario/Caltrans/Chino)
4. #5: Euclid Av. (SR-83) & Chino Av (Ontario/Caltrans/Chino)
5. #6: Euclid Av. (SR-83) & Schaefer Av (Ontario/Caltrans/Chino)
6. #11: Euclid Av. (SR-83) & Edison Av. (Ontario/Caltrans/Chino)
7. #12: Euclid Av. (SR-83) & Eucalyptus Av. (Ontario/Caltrans/Chino)
8. #13: Euclid Av. (SR-83) & Merrill Av. (Ontario/Caltrans/Chino)

9. #14: Euclid Av. (SR-83) & Kimball Av. (Caltrans/Chino)

10. #40: Hamner Av. & Ontario Ranch Rd. (Ontario/Eastvale)

It must be noted that impacts to the intersections listed above are under jurisdiction of Chino or Eastvale and most of them are also Caltrans facilities. Any improvements planned/constructed or in-lieu fees/fair share fees paid for Chino, Eastvale, or Caltrans facilities are beyond the control/scope of the lead agency. An assessment of fees is appropriate when linked to a specific mitigation program. (*Anderson First Coalition v. City of Anderson* (2005) 130 Cal.App.4th 1173, *Save our Peninsula Comm. v. Monterey County Bd. Of Supers.* (2001) 87 Cal.App.4th 99, 141.) Payment of fees is not sufficient where there is no evidence mitigation will actually result. (*Gray v. County of Madera* (2008) 167 Cal.App.4th 1099,1122.) The assessment of fees here is not adequate as there is no evidence mitigation will actually result. Not all of the improvements required are part of an existing DIF/TUMF program and therefore are not planned to occur at all or by any certain date, whether by the City of Chino, Eastvale, or Caltrans. Any improvements recommended or fees paid to mitigate impacts for Chino, Eastvale, or Caltrans facilities are beyond the control of the lead agency and evidence that these improvements will be completed or approved by Chino, Eastvale, or Caltrans has not been provided. A revised EIR must be prepared to include the LOS analysis as cumulatively considerable significant impact as the project conflicts with Transportation Impact Threshold A and Land Use and Planning Impact Threshold B because it is not consistent with the following General Plan Policy:

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W

1. Policy M1-5. Roadways maintain a peak hour Level of Service (LOS) E or better at all intersections.

4.13 Population and Housing

The project faces significant inconsistencies with statutory requirements of the Housing Crisis Act (HCA) of 2019/Senate Bill (SB) 330[16]/SB 8[17]. The HCA/SB 330/SB 8 require replacement housing sites when land designated for housing development experience land use changes to ensure no net loss of housing capacity. Several parcels within the project site have a General Plan land use designation of Mixed-Use Great Park that permits the development up to 65 dwelling units per acre, and a few of those parcels are also identified as sites to accommodate the RHNA

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[16] Housing Crisis Act of 2019/SB 330
https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201920200SB330
[17] SB 8 https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202120220SB8

within Table B-2: Housing Element Sites Inventory - Candidate Sites to be Rezoned[18] within the City's HCD Certified Housing Element:

1. 105328101 (Housing Element Site 2-81)
Size: 8.41 Acres
Maximum Density: 65 du/acre
Maximum Dwelling Units per MU-GP: 546
Housing Element Very Low income units: 65
Housing Element Low income units: 38
Housing Element Moderate income units: 51
Housing Element Above Moderate income units: 51
Housing Element Total units: 205

2. 105328102 (Housing Element Site 2-82)
Size: 2.1 Acres
Maximum Density: 65 du/acre
Maximum Dwelling Units per MU-GP: 136
Housing Element Very Low income units: 16
Housing Element Low income units: 9
Housing Element Moderate income units: 13
Housing Element Above Moderate income units: 13
Housing Element Total units: 51

3. 105328103 (Housing Element Site 2-83)
Size: 2.7 Acres
Maximum Density: 65 du/acre
Maximum Dwelling Units per MU-GP: 175
Housing Element Very Low income units: 21
Housing Element Low income units: 12
Housing Element Moderate income units: 17
Housing Element Above Moderate income units: 17
Housing Element Total units: 67

4. 105328108 (Housing Element Site 2-84)
Size: 2.7 Acres

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[18] https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/Housing/HE%20Adopted%2020220821%20Clean_0.pdf

Maximum Density: 65 du/acre
Maximum Dwelling Units per MU-GP: 338
Housing Element Very Low income units: 40
Housing Element Low income units: 24
Housing Element Moderate income units: 32
Housing Element Above Moderate income units: 32
Housing Element Total units: 128

5. 105328104
Size: 0.34 Acres
Maximum Density: 65 du/acre
Maximum Dwelling Units per MU-GP: 22

6. 105328105
Size: 0.01 Acres
Maximum Density: 65 du/acre
Maximum Dwelling Units per MU-GP: 1

7. 105328107
Size: 0.34 Acres
Maximum Density: 65 du/acre
Maximum Dwelling Units per MU-GP: 22

Total residential dwelling unit capacity per MU-GP: 1,240
Total Housing Element Very Low income units: 142
Total Housing Element Low income units: 83
Total Housing Element Moderate income units: 113
Total Housing Element Above Moderate income units: 113
Total Housing Element units: 451
Total Affordable Housing Element units: 338

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Government Code Section 66300(b)(1)(A) requires that agencies shall not change the general plan land use designation, specific plan land use designation, or zoning to a less intensive use below what was allowed under the land use designation and zoning ordinances in effect at the time of the proposed change." Under Government Code Section 66300(b)(1)(A), a less intensive use" includes, but is not limited to, reductions to height, density, or floor area ratio, new or increased open space or lot size requirements, or new or increased setback requirements, minimum frontage requirements, or maximum lot coverage limitations, or any other action that would individually or

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cumulatively reduce residential development capacity. Pursuant to SB 330, replacement capacity for any displaced residential units must be provided **concurrently** at the **time of project approval**. cont'd y

Government Code Section 66300 (h)(i)(1) states that, "this section does not prohibit an affected county or an affected city, including the local electorate acting through the initiative process, from changing a land use designation or zoning ordinance to a less intensive use, or reducing the intensity of land use, if the city or county concurrently changes the development standards, policies, and conditions applicable to other parcels within the jurisdiction to ensure that there is no net loss in residential capacity." The EIR is misleading in stating that the project will allow the development of 466 residential units and result in a less than significant impact. As calculated above, the MU-GP designation of the listed project sites provides development capacity for 1,240 residential units. Adoption of the Euclid Mixed Use Specific Plan (PSP22-001) as part of the proposed project will result in a reduction of the existing residential development capacity by 774 units to a decreased development capacity of 466 residential units. z

This is in conflict with SB 8 that expanded the provisions of the HCA to include Government Code Section 66300 (h)(i)(1) requiring concurrent approval of replacement sites to ensure no net loss in residential capacity, and Section 66300 (h)(2)(A) defining concurrently" to mean the action is approved at the same meeting of the legislative body. The EIR has not identified replacement sites for the net loss in residential capacity for 774 units as a result of adopting the Euclid Mixed Use Specific Plan. The loss in residential capacity must be included as a finding of significance as part of a revised EIR. The EIR does not act in conformance with the HCA/SB 330/SB 8 and the lost zoning capacity of any dwelling units is a significant environmental impact in violation of the HCA/SB 330/SB 8. The EIR must be revised to include a finding of significance due to this inconsistency. aa

Additionally, deferring the environmental analysis of construction and operation of replacement sites to a later date is project piecemealing in violation of CEQA. The EIR does not accurately or adequately describe the project, meaning the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment" (CEQA § 15378). The whole of the action must statutorily and legally include the identification of replacement sites and all associated actions required to implement development of at least 774 residential units. bb

The project also faces inconsistency with State Housing Element Law. Pursuant to Government Code Section 65863[19], a jurisdiction shall ensure that its housing element sites inventory "can accommodate, at all times throughout the planning period, its remaining unmet share of the regional housing need allocated pursuant to Section 65584" and "at no time…shall a city, county, or city and county by administrative, quasi-judicial, legislative, or other action permit or cause its inventory of sites identified in the housing element to be insufficient to meet its remaining unmet share of the regional housing need for lower and moderate-income households." Further, this Section states the following:
"No city, county, or city and county shall, by administrative, quasi-judicial, legislative, or other action, reduce, or require or permit the reduction of, the residential density for any parcel to, or allow development of any parcel at, a lower residential density, as defined in paragraphs (1) and (2) of subdivision (g), unless the city, county, or city and county makes written findings supported by substantial evidence of both of the following:

> (A) The reduction is consistent with the adopted general plan, including the housing element.
>
> (B) The remaining sites identified in the housing element are adequate to meet the requirements of Section 65583.2 and to accommodate the jurisdiction s share of the regional housing need pursuant to Section 65584. The finding shall include a quantification of the remaining unmet need for the jurisdiction s share of the regional housing need at each income level and the remaining capacity of sites identified in the housing element to accommodate that need by income level."

As shown above and summarized below, several parcels within the project site are identified as part of the City's identified sites inventory to accommodate its RHNA allocation in the Housing Element:

Total Housing Element units: 451
Total Affordable Housing Element units: 338

The EIR has not provided any analysis to demonstrate that adoption of the Euclid Mixed Use Specific Plan will yield 338 affordable units in the income categories specified in the Housing Element. The total residential capacity of the parcels will be reduced to 466 units, meaning that 72% of residential development on the sites must be deed-restricted affordable housing in order for the City to meet its lower income RHNA throughout the planning period. A significant impact exists and the EIR has not demonstrated that the remaining sites identified in the housing element

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[19] Government Code Section 65863
https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV&sectionNum=65863

are adequate to meet the requirements of Government Code Section 65583.2 and to accommodate the jurisdiction s share of the regional housing need pursuant to Government Code Section 65584 through the end of the 2021-2029 planning period. The EIR has not demonstrated that the City's Housing Element can accommodate at all times throughout the planning period its remaining unmet share of the regional housing need. The EIR must be revised to include a finding of significance because there is no meaningful evidence that the City can continue to accommodate its RHNA (including the lower income RHNA) following the approval of the proposed project. cont'd dd

The EIR does not provide any calculation of construction jobs generated by the proposed project. The EIR utilizes uncertain and misleading language in stating that, "Construction-related jobs would not result in a significant population increase because they are *expected* to be filled by persons within the *local economy*. The unemployment rate is approximately 4.1 percent within the jurisdictions in the Project vicinity of the Riverside-San Bernardino-Ontario Metropolitan Area as of 2021. Because *many* of the employment opportunities are *expected* to be filled by persons within the *local economy*, it is *anticipated* that an adequate number of persons are available to fill the employment positions without constructing new residential units. Furthermore, the *small percentage* of skilled and managerial positions could either be filled by the local economy *or by persons outside the local economy*." This does not provide any meaningful analysis or calculation of the project s population and employment generation. The EIR relies upon the Riverside-San Bernardino-Ontario MSA overall unemployment rates (2021) to fill the project's jobs without providing information on whether the unemployed workforce is interested in or qualified for work in the construction and/or industrial sectors. Relying on the entire population of the Riverside-San Bernardino-Ontario MSA to fill the project's construction and operational jobs will increase VMT and emissions during all phases of construction and operations and a revised EIR must be prepared to account for longer worker trip distances. In order to comply with CEQA s requirements for meaningful disclosure and adequate informational documents, a revised EIR must be prepared to provide an accurate estimate of employees generated by all uses of the proposed project, including construction. It must also provide demographic and geographic information on the location of qualified workers to fill these positions. ee

Table 4.13-6: Phase I Project Generated Employment utilizes The Ontario Plan Draft EIR, Appendix J: Land Use Modeling Methodology as its source to calculate the jobs generated by project operations. However, the weblink provided to the DEIR only provides information on the SEIR approved in 2022. All of the DEIR documents have been removed from the City website. Therefore, Appendix J of The Ontario Plan Draft EIR is not included for public review. This does not comply with CEQA's requirements for adequate informational documents and meaningful disclosure (CEQA § 15121 and 21003(b)). Incorporation by reference (CEQA § 15150 (f)) is not appropriate as Appendix J of The Ontario Plan Draft EIR contributes directly to analysis of the ff

problem at hand by providing the methodology for calculating the jobs generated by the project. A revised EIR must be prepared to include Appendix J of The Ontario Plan Draft EIR for review, analysis, and comment by the public and decision makers. cont'd ff

Additionally, the EIR relies upon the regional SCAG jobs-housing balance to conclude the project will have less than significant impacts. This does not address the impacts of the project to the City. Notably, Table 4.13-7: Combined Phase I and II, Projected Jobs-Housing Balance shows that the City has a jobs-housing balance of 2.47 (2016) and is projected to have a jobs-housing balance of 2.26 (2045). As stated in the EIR, "SCAG considers an area balanced when the jobs-housing balance is 1.36; communities with more than 1.36 jobs per dwelling unit are considered jobs-rich, while those with fewer than 1.36 are housing-rich." The approval of the proposed project will exacerbate the City's imbalance of jobs and housing by adding more jobs without providing the residential capacity of 1,240 residential units to help achieve a jobs-housing balance in accordance with SCAG's threshold. The EIR must be revised to include a finding of significance due to this. gg

SCAG's 2020-2045 RTP/SCS Connect SoCal Demographics and Growth Forecast[20] notes that Ontario will add 55,400 jobs between 2016 - 2045. The EIR utilizes uncertain and misleading language in stating generally that SCAG anticipates Ontario to employ approximately 169,300 people by 2045, and "therefore the project generated jobs are well within the employment projections for the City." The EIR does not provide any cumulative analysis discussion of projects approved since 2016 and projects "in the pipeline" to determine if the project will exceed the employment/population growth forecasts by SCAG and/or the General Plan. For example, other recent industrial projects such as PDEV21-003[21] (23,100 square foot industrial building), PDEV21-007[22] (808,639 sf of industrial buildings), PDEV21-010[23] (1,438,926 sf industrial building), PDEV21-016[24] (38,445 sf industrial building), PDEV21-018[25] (168,772 sf of industrial hh

[20] SCAG Connect SoCal Demographics and Growth Forecast adopted September 3, 2020 https://scag.ca.gov/sites/main/files/file-attachments/0903fconnectsocal_demographics-and-growth-forecast.pdf?1606001579
[21] Ontario Monthly Application Activity February 2021 https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/Monthly-Activity-Reports/2021/02-2021%20Monthly%20Activity%20Report%20-%20New%20Apps.pdf
[22] Ibid.
[23] Ontario Monthly Application Activity March 2021 https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/Monthly-Activity-Reports/2021/03-2021%20Monthly%20Activity%20Report%20-%20New%20Apps.pdf
[24] Ontario Monthly Application Activity April 2021 https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/04-2021%20Monthly%20Activity%20Report%20-%20New%20Apps.pdf
[25] Ontario Monthly Application Activity May 2021 https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/05-2021%20Monthly%20Activity%20Report%20-%20New%20Apps.pdf

buildings), PDEV21-020[26] (50,121 sf industrial building), PDEV21-024[27] (198,496 sf industrial building), PDEV21-026[28] (45,000 sf industrial building), PDEV21-028[29] (32,425 sf industrial building), PDEV21-029[30] (15,132 sf industrial building), PDEV21-030[31] (175,047 sf industrial building), PDEV21-031[32] (38,155 sf industrial building), PDEV21-034[33] (32,000 sf industrial building), PDEV21-035[34] (60,455 sf industrial building), PDEV21-040[35] (1,255,320 sf industrial building), PDEV21-047[36] (4,281,128 sf industrial building), PDEV21-037[37] (167,600 sf industrial building), PDEV22-010 & PMTT22-008: East State Street Warehouse Project[38] (336,761 square foot warehouse), South Ontario Logistics Center Specific Plan[39] (5,333,518 sf industrial space), and 5355 East Airport Drive[40] (270,337 sf industrial building) combined with the proposed project will cumulatively generate 16,561,154 sf of industrial space. This is approximately 13,567 employees, which is 24.5% of the City's employment growth forecast over 29 years accounted for only by a limited quantity of industrial projects. This total increases exponentially when other industrial and commercial development activity is added to the calculation. A revised EIR must be prepared to include this information for analysis, and also provide a cumulative analysis discussion of projects approved since 2016 and projects "in the pipeline" to determine if the proposed project will exceed the employment/population growth forecasts by SCAG and/or the General Plan.

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[26] Ontario Monthly Application Activity June 2021 https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/06-2021%20Monthly%20Activity%20Report%20-%20New%20Apps.pdf
[27] Ontario Monthly Application Activity July 2021 https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/07-2021%20Monthly%20Activity%20Report%20-%20New%20Apps.pdf
[28] Ibid.
[29] Ibid.
[30] Ontario Monthly Application Activity August 2021 https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/08-2021%20Monthly%20Activity%20Report%20-%20New%20Apps.pdf
[31] Ontario Monthly Application Activity September 2021 https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/09-2021%20Monthly%20Activity%20Report%20-%20New%20Apps.pdf
[32] Ibid.
[33] Ibid.
[34] Ontario Monthly Application Activity October 2021 https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/10-2021%20Monthly%20Activity%20Report%20-%20New%20Apps.pdf
[35] Ontario Monthly Application Activity November 2021 https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/11-2021%20Monthly%20Activity%20Report%20-%20New%20Apps.pdf
[36] Ontario Monthly Application Activity December 2021 https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/12-2021%20Monthly%20Activity%20Report%20-%20New%20Apps.pdf
[37] PDEV21-037 https://ceqanet.opr.ca.gov/2022110019
[38] https://ceqanet.opr.ca.gov/2022120581
[39] https://ceqanet.opr.ca.gov/Project/2021010318
[40] https://ceqanet.opr.ca.gov/2022090006/2

4.15 Transportation and Traffic

Table 1-3: Summary of Improvements by Analysis Scenario within Appendix I concludes the following intersections outside the sole jurisdiction of the lead agency require improvements to address the peak hour deficiencies per the applicable thresholds of significance. Appendix I and Table 1-3 also provide a list of fair-share calculations for improvements that will allegedly mitigate significant and unavoidable impacts to the intersections to less than significant levels.

1. #1: Euclid Av. (SR-83) & SR-60 WB Ramps (Ontario/Caltrans)
2. #2: Euclid Av. (SR-83) & SR-60 EB Ramps (Ontario/Caltrans)
3. #4: Euclid Av. (SR-83) & Riverside Dr (Ontario/Caltrans/Chino)
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5. #6: Euclid Av. (SR-83) & Schaefer Av (Ontario/Caltrans/Chino)
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7. #12: Euclid Av. (SR-83) & Eucalyptus Av. (Ontario/Caltrans/Chino)
8. #13: Euclid Av. (SR-83) & Merrill Av. (Ontario/Caltrans/Chino)
9. #14: Euclid Av. (SR-83) & Kimball Av. (Caltrans/Chino)
10. #40: Hamner Av. & Ontario Ranch Rd. (Ontario/Eastvale)

ii

It must be noted that impacts to the intersections listed above are under jurisdiction of Chino or Eastvale and most of them are also Caltrans facilities. Any improvements planned/constructed or in-lieu fees/fair share fees paid for Chino, Eastvale, or Caltrans facilities are beyond the control/scope of the lead agency. An assessment of fees is appropriate when linked to a specific mitigation program. (*Anderson First Coalition v. City of Anderson* (2005) 130 Cal.App.4th 1173, *Save our Peninsula Comm. v. Monterey County Bd. Of Supers.* (2001) 87 Cal.App.4th 99, 141.) Payment of fees is not sufficient where there is no evidence mitigation will actually result. (*Gray v. County of Madera* (2008) 167 Cal.App.4th 1099,1122.) The assessment of fees here is not adequate as there is no evidence mitigation will actually result. Not all of the improvements required are part of an existing DIF/TUMF program and therefore are not planned to occur at all or by any certain date, whether by the City of Chino, Eastvale, or Caltrans. Any improvements recommended or fees paid to mitigate impacts for Chino, Eastvale, or Caltrans facilities are beyond the control of the lead agency and evidence that these improvements will be completed or approved by Chino, Eastvale, or Caltrans has not been provided. A revised EIR must be prepared to include the LOS analysis as cumulatively considerable significant impact as the project conflicts with

Transportation Impact Threshold A and Land Use and Planning Impact Threshold B because it is not consistent with the following General Plan Policy:

1. Policy M1-5. Roadways maintain a peak hour Level of Service (LOS) E or better at all intersections.

cont'd ii

Further, the VMT analysis has underestimated the proposed projects VMT generation. The EIR has not analyzed the project's truck/trailer/delivery van activity. A revised EIR must be prepared to include all truck/trailer/delivery van activity for quantified VMT analysis. The operational nature of industrial/warehouse uses involves high rates of truck/trailer/delivery van VMT due to traveling from large import hubs to regional distribution centers to smaller industrial parks and then to their final delivery destinations. Once employees arrive at the warehouses for work, they will conduct their jobs by driving truck/trailer/delivery vans across the region as part of the daily operations as a warehouse, which will drastically increase project-generated VMT. The project's truck/trailer and delivery van activity is unable to utilize public transit or active transportation and it is misleading to the public and decision makers to exclude this activity from VMT analysis. A revised EIR must be prepared to reflect a quantified VMT analysis that includes all truck/trailer and delivery van activity.

jj

The EIR has not adequately analyzed the project's potential to substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses; or the project's potential to result in inadequate emergency access. There are no exhibits adequately depicting the available maneuvering and queueing space for trucks/trailers at the intersection of the project driveways and the adjacent streets. There are also no exhibits adequately depicting the onsite turning radius available for trucks maneuvering throughout the site. The EIR states that, "Implementation of the Specific Plan through the City s permitting process would reduce potential construction related increases in hazards to a less than significant level. Furthermore, the Project includes driveway and intersection improvements that would be implemented as part of the Project." This does not comply with CEQA's requirements for adequate informational documents and meaningful disclosure (CEQA § 15121 and 21003(b)). Deferring this environmental analysis required by CEQA to the construction permitting phase is improper mitigation and does not comply with CEQA's requirement for meaningful disclosure and adequate informational documents. A revised EIR must be prepared to include a complete truck turning template and geometric hazards analysis for review, analysis, and comment by the public and decision makers in order to provide an adequate and accurate environmental analysis.

kk

The EIR also states that, "In addition, the Project includes improvements to allow for heavy truck access to the Project site. Conflicts have the potential to occur if: 1) there is inadequate site access or 2) there is inadequate turning radii in and out of the site. Implementation of the Specific Plan and its circulation plans would ensure avoidance of these inadequacies," without providing any meaningful evidence to support this claim. There is no supporting documentation to demonstrate that the project site has adequate turning radii in and out of the site and/or adequate site access. This does not comply with CEQA's requirements for adequate informational documents and meaningful disclosure (CEQA § 15121 and 21003(b)). Deferring this environmental analysis required by CEQA to the construction permitting phase is improper mitigation and does not comply with CEQA's requirement for meaningful disclosure and adequate informational documents. A revised EIR must be prepared to include a complete truck turning template and geometric hazards analysis for review, analysis, and comment by the public and decision makers in order to provide an adequate and accurate environmental analysis. ll

The EIR makes a similar statement regarding emergency access, stating that "The City, as part of its discretionary review process, reviewed the Project's application materials to ensure that appropriate emergency ingress and egress would be available to-and-from the Project site and that circulation on the Project site was adequate for emergency vehicles," but the City's review and determination of the project application materials is not included for public review as part of the EIR. This does not comply with CEQA's requirements for adequate informational documents and meaningful disclosure (CEQA § 15121 and 21003(b)). Deferring this environmental analysis required by CEQA to the construction permitting phase is improper mitigation and does not comply with CEQA's requirement for meaningful disclosure and adequate informational documents. A revised EIR must be prepared to include the City determination/review of the project and its Site Plan for review, analysis, and comment by the public and decision makers in order to provide an adequate and accurate environmental analysis. mm

Additionally, the EIR has not provided any analysis of the available horizontal and vertical sight distance at the intersection of the project driveways and adjacent streets. Sight distance is the continuous length of street ahead visible to the driver. At unsignalized intersections, corner sight distance must provide a substantially clear line of sight between the driver of the vehicle waiting on the minor road (driveway) and the driver of an approaching vehicle. A revised EIR must be prepared with this analysis based on the American Association of State Highway and Transportation Officials (AASHTO) Stopping Sight Distance requirements. nn

5.2 Growth Inducing Impacts

A revised EIR must be prepared to include an accurate cumulative analysis discussion here to demonstrate the impact of the proposed project in a cumulative setting. The EIR does not include any information regarding the buildout conditions of the City's General Plan in order to provide an adequate and accurate cumulative analysis. The revised EIR must provide the horizon year of the City's current adopted General Plan, the total developable building floor area analyzed within the project site's land use designations, and cumulative development since adoption of the General Plan to ensure that the proposed project is within the General Plan EIR's analysis, particularly since the EIR tiers from the General Plan EIR. This is particularly vital as growth generated by the proposed project is in conflict with the AQMP. oo

The EIR does not discuss its own conclusion that implementation of the proposed project will result in significant and unavoidable Agriculture and Forestry Resources, Air Quality, Biological Resources, Cultural Resources, Geology and Soils, GHG emissions, and Hazards and Hazardous Materials impacts. The EIR must be revised to include a finding of significance due to the project's significant and unavoidable Agriculture and Forestry Resources (cumulatively considerable), Air Quality (cumulatively considerable), Greenhouse Gas Emissions, Biological Resources, Cultural Resources, and Geology and Soils impacts and direct contribution to climate change. pp

The EIR does not adequately discuss or and analyze the commitment of resources is not consistent with regional and local growth forecasts and does not address the EIR's own conclusion that the project will result in impacts (Air Quality, GHG) that exceed with the forecasts of the applicable plans (AQMP, 2030/2050 GHG reduction goals). As noted throughout this comment letter, the project represents a significant amount of growth in the City and quantitatively exceeds the 3,000 MT CO2E annual emissions threshold by more than 12 times. The EIR has not provided an adequate or accurate cumulative analysis discussion here to demonstrate the impact of the proposed project in a cumulative setting. For example, recent industrial projects combined with the proposed project will cumulatively generate 16,561,154 sf of industrial space. This is approximately 13,567 employees, which is 24.5% of the City's employment growth forecast over 29 years accounted for only by a limited quantity of industrial projects (conservative analysis that only cumulatively accounts for industrial projects submitted in 2021). This total increases exponentially when other industrial and commercial development activity is added to the calculation. A revised EIR must be prepared to include an accurate cumulative analysis on this topic and include a finding of significance. qq

6.0 Alternatives

The EIR is required to evaluate a reasonable range of alternatives to the proposed project which will avoid or substantially lessen any of the significant effects of the project (CEQA § 15126.6.) The alternatives chosen for analysis include the CEQA required "No Project/No Build" alternative and only two others - No Project/Existing General Plan Alternative and Reduced Intensity Alternative. The EIR does not evaluate a reasonable range of alternatives as only two alternatives beyond the required No Project alternative is analyzed. Additionally, the No Project/Existing General Plan Alternative results in the same quantity and type of development as the proposed project, which is erroneous as shown above the existing MU-GP designation on the southern portion of the site permits the development of 1,240 dwelling units. This alternative is an "alternative" to the proposed project in name only and does not actually implement any alternative development that is not included in the proposed project. The EIR has actually only analyzed 1 alternative development scenario as the No Project/Existing General Plan Alternative serves to mislead the public and decision makers and must be removed from the EIR. The EIR must be revised to include analysis of a reasonable range of alternatives and foster informed decision making (CEQA § 15126.6). This could include alternatives such as development of the site with a mixed-use project that provides affordable housing and local-serving commercial uses that may reduce VMT, GHG emissions, and improve Air Quality.

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Conclusion

For the foregoing reasons, GSEJA believes the EIR is flawed and a revised EIR must be prepared for the proposed project and circulated for public review. Golden State Environmental Justice Alliance requests to be added to the public interest list regarding any subsequent environmental documents, public notices, public hearings, and notices of determination for this project. Send all communications to Golden State Environmental Justice Alliance P.O. Box 79222 Corona, CA 92877.

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Sincerely,



Gary Ho
Blum, Collins & Ho LLP

Attachments:
1. SWAPE Technical Analysis

SWAPE Technical Consultation, Data Analysis and Litigation Support for the Environment

2656 29th Street, Suite 201
Santa Monica, CA 90405

Matt Hagemann, P.G, C.Hg.
(949) 887-9013
mhagemann@swape.com

Paul E. Rosenfeld, PhD
(310) 795-2335
prosenfeld@swape.com

February 6, 2024

Gary Ho
Blum, Collins & Ho LLP
707 Wilshire Blvd, Ste. 4880
Los Angeles, CA 90017

Subject: Comments on the Euclid Mixed Use Specific Plan Project (SCH No. 2023020281)

Dear Mr. Ho,

We have reviewed the December 2023 Draft Environmental Impact Report ("DEIR") for the Euclid Mixed Use Specific Plan ("Project") located in the City of Ontario ("City"). The Project proposes to construct 290,110-square-feet ("SF") of commercial retail/office uses, 466 residential units, and 1,386,777-SF of business park uses on an 84.1-acre site.

Our review concludes that the DEIR fails to adequately evaluate the Project's air quality impacts. As a result, emissions and health risk impacts associated with construction and operation of the proposed Project may be underestimated and inadequately addressed. A revised Environmental Impact Report ("EIR") should be prepared to adequately assess and mitigate the air quality impacts that the project may have on the environment.

Air Quality

Failure to Implement All Feasible Mitigation to Reduce Emissions

The DEIR concludes that the Project's operational air quality emissions would be significant-and-unavoidable. Specifically, the DEIR estimates that the Project's operational VOC and NO_x, emissions would exceed the applicable South Coast Air Quality Management District ("SCAQMD") thresholds (see excerpts below) (p. 4.3-20, Table 4.3-8).

Table 4.3-8: Phase I – Maximum Daily Construction-Related Emissions

Construction Year	Maximum Pounds Per Day					
	Reactive Organic Gases (ROG)	Nitrogen Oxides (NO_x)	Carbon Monoxide (CO)	Sulfur Dioxide (SO_2)	Coarse Particulate Matter (PM_{10})	Fine Particulate Matter ($PM_{2.5}$)
Unmitigated Emissions[1]						
Year 2023	4.04	38.80	37.10	0.06	7.14	4.34
Year 2024	9.43	62.60	85.90	0.14	12.30	4.99
Year 2025	3.20	17.90	48.30	0.06	7.40	2.15
SCAQMD Threshold	*75*	*100*	*550*	*150*	*55*	*150*
Exceed SCAQMD Threshold[2]	No	No	No	No	No	No

1. SCAQMD Rule 403 Fugitive Dust applied. The Rule 403 reduction/credits include the following: properly maintain mobile and other construction equipment, water exposed surfaces three times daily, and limit speeds on unpaved roads to 15 miles per hour. Reductions percentages from the SCAQMD CEQA Handbook (Tables XI-A through XI-E) were applied. No mitigation was applied to construction equipment. Refer to *Appendix B1* for Model Data Outputs.
2. Mitigation includes the incorporation of MM AQ-1 and MM AQ-8. MM AQ-1 requires the use of "Super Compliant" low VOC paints. MM AQ-8 requires off-road equipment 50 horsepower or greater to meet CARB Tier 4 Final standards. MM AQ-1 and MM AQ-8 are not required to reduce construction related criteria pollutants for Phase I. Therefore, the emission reductions here not been included in Table 4.3-8 for informational purposes.

Source: CalEEMod version 2022.1. Refer to *Appendix B1* for model outputs.

Even with the implementation of mitigation measures, the DEIR concludes that the Project's operational air quality impacts would be significant-and-unavoidable. Specially, the DEIR states:

> "As shown in Table 4.3-8, Table 4.3-9, Table 4.3-10, Table 4.3-11, and Table 4.3-12; construction and operation of the Project would result in air pollutant emissions that exceed SCAQMD's emission thresholds. The implementation of SC AQ-1 and MMs AQ-1 through AQ-7 would reduce Project emissions by the greatest amount feasible; however, operation related Project emissions would remain significant and would potentially contribute to the O3, NO2, PM10, and PM2.5 nonattainment designations of the SCAB. Therefore, the Project would result in a significant and unavoidable impact" (p. 4.3-26).

While we agree that the Project would result in significant air quality impacts, the DEIR's assertion that this impact is significant-and-unavoidable is unreliable. According to CEQA Guidelines § 15096(g)(2):

> "When an updated EIR has been prepared for a project, the Responsible Agency shall not approve the project as proposed if the agency finds any feasible alternative or feasible mitigation measures within its powers that would substantially lessen or avoid any significant effect the project would have on the environment."[1]

The DEIR is required under CEQA to implement all feasible mitigation to reduce impacts to a less-than-significant level. While the DEIR implements Mitigation Measure ("MM") AQ-1 through MM-AQ-8, the DEIR fails to implement *all* feasible mitigation (Table 1-1, p. 1-8 –1-11). Therefore, the DEIR's conclusion that Project's air quality emissions would be significant-and-unavoidable may be unsubstantiated. To reduce the Project's air quality impacts to the maximum extent possible, additional feasible mitigation measures should be incorporated, such as those suggested in the section of this letter titled "Feasible Mitigation Measures Available to Reduce Emissions." The Project should not be approved until a revised

[1] "Cal. Code Regs. tit. 14 § 15096." California Legislature, *available at:* https://casetext.com/regulation/california-code-of-regulations/title-14-natural-resources/division-6-resources-agency/chapter-3-guidelines-for-implementation-of-the-california-environmental-quality-act/article-7-eir-process/section-15096-process-for-a-responsible-agency.

EIR is prepared, incorporating all feasible mitigation to reduce emissions to the maximum extent feasible.

Mitigation

Feasible Mitigation Measures Available to Reduce Emissions

Our analysis demonstrates that the Project would result in potentially significant air quality that should be mitigated further. In an effort to reduce the Project's emissions, we identified several mitigation measures that are applicable to the proposed Project. To reduce the Project's emissions, we recommend consideration of SCAG's 2020 *RTP/SCS* PEIR's Air Quality Project Level Mitigation Measures ("PMM-AQ-1"), as described below: [2]

SCAG RTP/SCS 2020-2045
Air Quality Project Level Mitigation Measures – PMM-AQ-1: In accordance with provisions of sections 15091(a)(2) and 15126.4(a)(1)(B) of the *State CEQA Guidelines*, a Lead Agency for a project can and should consider mitigation measures to reduce substantial adverse effects related to violating air quality standards. Such measures may include the following or other comparable measures identified by the Lead Agency:
a) Minimize land disturbance.
b) Suspend grading and earth moving when wind gusts exceed 25 miles per hour unless the soil is wet enough to prevent dust plumes.
c) Cover trucks when hauling dirt.
d) Stabilize the surface of dirt piles if not removed immediately.
h) Revegetate disturbed land, including vehicular paths created during construction to avoid future off-road vehicular activities.
j) Require contractors to assemble a comprehensive inventory list (i.e., make, model, engine year, horsepower, emission rates) of all heavy-duty off-road (portable and mobile) equipment (50 horsepower and greater) that could be used an aggregate of 40 or more hours for the construction project. Prepare a plan for approval by the applicable air district demonstrating achievement of the applicable percent reduction for a CARB-approved fleet.
k) Ensure that all construction equipment is properly tuned and maintained.
m) Provide an operational water truck on-site at all times. Use watering trucks to minimize dust; watering should be sufficient to confine dust plumes to the project work areas. Sweep paved streets at least once per day where there is evidence of dirt that has been carried on to the roadway.
n) Utilize existing power sources (e.g., power poles) or clean fuel generators rather than temporary power generators.

[2] "4.0 Mitigation Measures." Connect SoCal Program Environmental Impact Report Addendum #1, September 2020, available at: https://scag.ca.gov/sites/main/files/file-attachments/fpeir_connectsocal_addendum_4_mitigationmeasures.pdf?1606004420, p. 4.0-2 – 4.0-10; 4.0-19 – 4.0-23; See also: "Certified Final Connect SoCal Program Environmental Impact Report." Southern California Association of Governments (SCAG), May 2020, *available at:* https://scag.ca.gov/peir.

o) Develop a traffic plan to minimize traffic flow interference from construction activities. The plan may include advance public notice of routing, use of public transportation, and satellite parking areas with a shuttle service. Schedule operations affecting traffic for off-peak hours. Minimize obstruction of through-traffic lanes. Provide a flag person to guide traffic properly and ensure safety at construction sites.
p) As appropriate require that portable engines and portable engine-driven equipment units used at the project work site, with the exception of on-road and off-road motor vehicles, obtain CARB Portable Equipment Registration with the state or a local district permit. Arrange appropriate consultations with the CARB or the District to determine registration and permitting requirements prior to equipment operation at the site.
q) Require projects within 500 feet of residences, hospitals, or schools to use Tier 4 equipment for all engines above 50 horsepower (hp) unless the individual project can demonstrate that Tier 4 engines would not be required to mitigate emissions below significance thresholds.
r) Projects located within the South Coast Air Basin should consider applying for South Coast AQMD "SOON" funds which provides funds to applicable fleets for the purchase of commercially available low-emission heavy-duty engines to achieve near-term reduction of NOx emissions from in-use off-road diesel vehicles.
s) Projects located within AB 617 communities should review the applicable Community Emissions Reduction Plan (CERP) for additional mitigation that can be applied to individual projects.
t) Where applicable, projects should provide information about air quality related programs to schools, including the Environmental Justice Community Partnerships (EJCP), Clean Air Ranger Education (CARE), and Why Air Quality Matters programs.
u) Projects should work with local cities and counties to install adequate signage that prohibits truck idling in certain locations (e.g., near schools and sensitive receptors).
y) Projects that will introduce sensitive receptors within 500 feet of freeways and other sources should consider installing high efficiency of enhanced filtration units, such as Minimum Efficiency Reporting Value (MERV) 13 or better. Installation of enhanced filtration units can be verified during occupancy inspection prior to the issuance of an occupancy permit.
z) Develop an ongoing monitoring, inspection, and maintenance program for the MERV filters.
aa) Consult the SCAG Environmental Justice Toolbox for potential measures to address impacts to low-income and/or minority communities.
bb) The following criteria related to diesel emissions shall be implemented on by individual project sponsors as appropriate and feasible: - Diesel nonroad vehicles on site for more than 10 total days shall have either (1) engines that meet EPA on road emissions standards or (2) emission control technology verified by EPA or CARB to reduce PM emissions by a minimum of 85% - Diesel generators on site for more than 10 total days shall be equipped with emission control technology verified by EPA or CARB to reduce PM emissions by a minimum of 85%. - Nonroad diesel engines on site shall be Tier 2 or higher. - Diesel nonroad construction equipment on site for more than 10 total days shall have either (1) engines meeting EPA Tier 4 nonroad emissions standards or (2) emission control technology verified by EPA or CARB for use with nonroad engines to reduce PM emissions by a minimum of 85% for engines for 50 hp and greater and by a minimum of 20% for engines less than 50 hp. - Emission control technology shall be operated, maintained, and serviced as recommended by the emission control technology manufacturer. - Diesel vehicles, construction equipment, and generators on site shall be fueled with ultra-low sulfur diesel fuel (ULSD) or a biodiesel blend approved by the original engine manufacturer with sulfur content of 15 ppm or less. - The construction contractor shall maintain a list of all diesel vehicles, construction equipment, and generators to be used on site. The list shall include the following: i. Contractor and subcontractor name and address, plus contact person responsible for the vehicles or equipment.

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ii. Equipment type, equipment manufacturer, equipment serial number, engine manufacturer, engine model year, engine certification (Tier rating), horsepower, engine serial number, and expected fuel usage and hours of operation.
iii. For the emission control technology installed: technology type, serial number, make, model, manufacturer, EPA/CARB verification number/level, and installation date and hour-meter reading on installation date.

- The contractor shall establish generator sites and truck-staging zones for vehicles waiting to load or unload material on site. Such zones shall be located where diesel emissions have the least impact on abutters, the general public, and especially sensitive receptors such as hospitals, schools, daycare facilities, elderly housing, and convalescent facilities.
- The contractor shall maintain a monthly report that, for each on road diesel vehicle, nonroad construction equipment, or generator onsite, includes:
  i. Hour-meter readings on arrival on-site, the first and last day of every month, and on off-site date.
  ii. Any problems with the equipment or emission controls.
  iii. Certified copies of fuel deliveries for the time period that identify:
    1. Source of supply
    2. Quantity of fuel
    3. Quantity of fuel, including sulfur content (percent by weight)

These measures offer a cost-effective, feasible way to incorporate lower-emitting design features into the proposed Project, which subsequently, reduce emissions released during Project construction and operation.

As it is policy of the State that eligible renewable energy resources and zero-carbon resources supply 100% of retail sales of electricity to California end-use customers by December 31, 2045, we emphasize that the energy mix that will charge the batteries and power electrical equipment must be 100% renewable energy resources. Until the feasibility of charging the batteries with renewable energy resources only is evaluated, the Project should not be approved.

A revised EIR should be prepared to include all feasible mitigation measures, as well as include updated air quality, health risk, and GHG analyses to ensure that the necessary mitigation measures are implemented to reduce emissions to the maximum extent feasible. The revised EIR should also demonstrate a commitment to the implementation of these measures prior to Project approval, to ensure that the Project's significant emissions are reduced to the maximum extent possible.

Disclaimer

SWAPE has received limited discovery regarding this project. Additional information may become available in the future; thus, we retain the right to revise or amend this report when additional information becomes available. Our professional services have been performed using that degree of care and skill ordinarily exercised, under similar circumstances, by reputable environmental consultants practicing in this or similar localities at the time of service. No other warranty, expressed or implied, is made as to the scope of work, work methodologies and protocols, site conditions, analytical testing results, and findings presented. This report reflects efforts which were limited to information that was reasonably accessible at the time of the work, and may contain informational gaps, inconsistencies, or otherwise be incomplete due to the unavailability or uncertainty of information obtained or provided by third parties.

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Sincerely,

Matt Hagemann, P.G., C.Hg.

Paul E. Rosenfeld, Ph.D.

Attachment A: Matt Hagemann CV
Attachment B: Paul Rosenfeld CV

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Attachment A

SWAPE Technical Consultation, Data Analysis and Litigation Support for the Environment

2656 29th Street, Suite 201
Santa Monica, CA 90405

Matt Hagemann, P.G, C.Hg.
(949) 887-9013
mhagemann@swape.com

Matthew F. Hagemann, P.G., C.Hg., QSD, QSP

Geologic and Hydrogeologic Characterization
Investigation and Remediation Strategies
Litigation Support and Testifying Expert
Industrial Stormwater Compliance
CEQA Review

Education:

M.S. Degree, Geology, California State University Los Angeles, Los Angeles, CA, 1984.
B.A. Degree, Geology, Humboldt State University, Arcata, CA, 1982.

Professional Certifications:

California Professional Geologist
California Certified Hydrogeologist
Qualified SWPPP Developer and Practitioner

Professional Experience:

Matt has 30 years of experience in environmental policy, contaminant assessment and remediation, stormwater compliance, and CEQA review. He spent nine years with the U.S. EPA in the RCRA and Superfund programs and served as EPA's Senior Science Policy Advisor in the Western Regional Office where he identified emerging threats to groundwater from perchlorate and MTBE. While with EPA, Matt also served as a Senior Hydrogeologist in the oversight of the assessment of seven major military facilities undergoing base closure. He led numerous enforcement actions under provisions of the Resource Conservation and Recovery Act (RCRA) and directed efforts to improve hydrogeologic characterization and water quality monitoring. For the past 15 years, as a founding partner with SWAPE, Matt has developed extensive client relationships and has managed complex projects that include consultation as an expert witness and a regulatory specialist, and a manager of projects ranging from industrial stormwater compliance to CEQA review of impacts from hazardous waste, air quality and greenhouse gas emissions.

Positions Matt has held include:

- Founding Partner, Soil/Water/Air Protection Enterprise (SWAPE) (2003 – present);
- Geology Instructor, Golden West College, 2010 – 2104, 2017;
- Senior Environmental Analyst, Komex H2O Science, Inc. (2000 – 2003);

- Executive Director, Orange Coast Watch (2001 – 2004);
- Senior Science Policy Advisor and Hydrogeologist, U.S. Environmental Protection Agency (1989–1998);
- Hydrogeologist, National Park Service, Water Resources Division (1998 – 2000);
- Adjunct Faculty Member, San Francisco State University, Department of Geosciences (1993 – 1998);
- Instructor, College of Marin, Department of Science (1990 – 1995);
- Geologist, U.S. Forest Service (1986 – 1998); and
- Geologist, Dames & Moore (1984 – 1986).

Senior Regulatory and Litigation Support Analyst:

With SWAPE, Matt's responsibilities have included:

- Lead analyst and testifying expert in the review of over 300 environmental impact reports and negative declarations since 2003 under CEQA that identify significant issues with regard to hazardous waste, water resources, water quality, air quality, greenhouse gas emissions, and geologic hazards. Make recommendations for additional mitigation measures to lead agencies at the local and county level to include additional characterization of health risks and implementation of protective measures to reduce worker exposure to hazards from toxins and Valley Fever.
- Stormwater analysis, sampling and best management practice evaluation at more than 100 industrial facilities.
- Expert witness on numerous cases including, for example, perfluorooctanoic acid (PFOA) contamination of groundwater, MTBE litigation, air toxins at hazards at a school, CERCLA compliance in assessment and remediation, and industrial stormwater contamination.
- Technical assistance and litigation support for vapor intrusion concerns.
- Lead analyst and testifying expert in the review of environmental issues in license applications for large solar power plants before the California Energy Commission.
- Manager of a project to evaluate numerous formerly used military sites in the western U.S.
- Manager of a comprehensive evaluation of potential sources of perchlorate contamination in Southern California drinking water wells.
- Manager and designated expert for litigation support under provisions of Proposition 65 in the review of releases of gasoline to sources drinking water at major refineries and hundreds of gas stations throughout California.

With Komex H2O Science Inc., Matt's duties included the following:

- Senior author of a report on the extent of perchlorate contamination that was used in testimony by the former U.S. EPA Administrator and General Counsel.
- Senior researcher in the development of a comprehensive, electronically interactive chronology of MTBE use, research, and regulation.
- Senior researcher in the development of a comprehensive, electronically interactive chronology of perchlorate use, research, and regulation.
- Senior researcher in a study that estimates nationwide costs for MTBE remediation and drinking water treatment, results of which were published in newspapers nationwide and in testimony against provisions of an energy bill that would limit liability for oil companies.
- Research to support litigation to restore drinking water supplies that have been contaminated by MTBE in California and New York.

- Expert witness testimony in a case of oil production-related contamination in Mississippi.
- Lead author for a multi-volume remedial investigation report for an operating school in Los Angeles that met strict regulatory requirements and rigorous deadlines.
- Development of strategic approaches for cleanup of contaminated sites in consultation with clients and regulators.

Executive Director:

As Executive Director with Orange Coast Watch, Matt led efforts to restore water quality at Orange County beaches from multiple sources of contamination including urban runoff and the discharge of wastewater. In reporting to a Board of Directors that included representatives from leading Orange County universities and businesses, Matt prepared issue papers in the areas of treatment and disinfection of wastewater and control of the discharge of grease to sewer systems. Matt actively participated in the development of countywide water quality permits for the control of urban runoff and permits for the discharge of wastewater. Matt worked with other nonprofits to protect and restore water quality, including Surfrider, Natural Resources Defense Council and Orange County CoastKeeper as well as with business institutions including the Orange County Business Council.

Hydrogeology:

As a Senior Hydrogeologist with the U.S. Environmental Protection Agency, Matt led investigations to characterize and cleanup closing military bases, including Mare Island Naval Shipyard, Hunters Point Naval Shipyard, Treasure Island Naval Station, Alameda Naval Station, Moffett Field, Mather Army Airfield, and Sacramento Army Depot. Specific activities were as follows:

- Led efforts to model groundwater flow and contaminant transport, ensured adequacy of monitoring networks, and assessed cleanup alternatives for contaminated sediment, soil, and groundwater.
- Initiated a regional program for evaluation of groundwater sampling practices and laboratory analysis at military bases.
- Identified emerging issues, wrote technical guidance, and assisted in policy and regulation development through work on four national U.S. EPA workgroups, including the Superfund Groundwater Technical Forum and the Federal Facilities Forum.

At the request of the State of Hawaii, Matt developed a methodology to determine the vulnerability of groundwater to contamination on the islands of Maui and Oahu. He used analytical models and a GIS to show zones of vulnerability, and the results were adopted and published by the State of Hawaii and County of Maui.

As a hydrogeologist with the EPA Groundwater Protection Section, Matt worked with provisions of the Safe Drinking Water Act and NEPA to prevent drinking water contamination. Specific activities included the following:

- Received an EPA Bronze Medal for his contribution to the development of national guidance for the protection of drinking water.
- Managed the Sole Source Aquifer Program and protected the drinking water of two communities through designation under the Safe Drinking Water Act. He prepared geologic reports, conducted

public hearings, and responded to public comments from residents who were very concerned about the impact of designation.

- Reviewed a number of Environmental Impact Statements for planned major developments, including large hazardous and solid waste disposal facilities, mine reclamation, and water transfer.

Matt served as a hydrogeologist with the RCRA Hazardous Waste program. Duties were as follows:

- Supervised the hydrogeologic investigation of hazardous waste sites to determine compliance with Subtitle C requirements.
- Reviewed and wrote "part B" permits for the disposal of hazardous waste.
- Conducted RCRA Corrective Action investigations of waste sites and led inspections that formed the basis for significant enforcement actions that were developed in close coordination with U.S. EPA legal counsel.
- Wrote contract specifications and supervised contractor's investigations of waste sites.

With the National Park Service, Matt directed service-wide investigations of contaminant sources to prevent degradation of water quality, including the following tasks:

- Applied pertinent laws and regulations including CERCLA, RCRA, NEPA, NRDA, and the Clean Water Act to control military, mining, and landfill contaminants.
- Conducted watershed-scale investigations of contaminants at parks, including Yellowstone and Olympic National Park.
- Identified high-levels of perchlorate in soil adjacent to a national park in New Mexico and advised park superintendent on appropriate response actions under CERCLA.
- Served as a Park Service representative on the Interagency Perchlorate Steering Committee, a national workgroup.
- Developed a program to conduct environmental compliance audits of all National Parks while serving on a national workgroup.
- Co-authored two papers on the potential for water contamination from the operation of personal watercraft and snowmobiles, these papers serving as the basis for the development of nation-wide policy on the use of these vehicles in National Parks.
- Contributed to the Federal Multi-Agency Source Water Agreement under the Clean Water Action Plan.

Policy:

Served senior management as the Senior Science Policy Advisor with the U.S. Environmental Protection Agency, Region 9.

Activities included the following:

- Advised the Regional Administrator and senior management on emerging issues such as the potential for the gasoline additive MTBE and ammonium perchlorate to contaminate drinking water supplies.
- Shaped EPA's national response to these threats by serving on workgroups and by contributing to guidance, including the Office of Research and Development publication, Oxygenates in Water: Critical Information and Research Needs.
- Improved the technical training of EPA's scientific and engineering staff.
- Earned an EPA Bronze Medal for representing the region's 300 scientists and engineers in negotiations with the Administrator and senior management to better integrate scientific

principles into the policy-making process.
- Established national protocol for the peer review of scientific documents.

Geology:

With the U.S. Forest Service, Matt led investigations to determine hillslope stability of areas proposed for timber harvest in the central Oregon Coast Range. Specific activities were as follows:

- Mapped geology in the field, and used aerial photographic interpretation and mathematical models to determine slope stability.
- Coordinated his research with community members who were concerned with natural resource protection.
- Characterized the geology of an aquifer that serves as the sole source of drinking water for the city of Medford, Oregon.

As a consultant with Dames and Moore, Matt led geologic investigations of two contaminated sites (later listed on the Superfund NPL) in the Portland, Oregon, area and a large hazardous waste site in eastern Oregon. Duties included the following:

- Supervised year-long effort for soil and groundwater sampling.
- Conducted aquifer tests.
- Investigated active faults beneath sites proposed for hazardous waste disposal.

Teaching:

From 1990 to 1998, Matt taught at least one course per semester at the community college and university levels:

- At San Francisco State University, held an adjunct faculty position and taught courses in environmental geology, oceanography (lab and lecture), hydrogeology, and groundwater contamination.
- Served as a committee member for graduate and undergraduate students.
- Taught courses in environmental geology and oceanography at the College of Marin.

Matt is currently a part time geology instructor at Golden West College in Huntington Beach, California where he taught from 2010 to 2014 and in 2017.

Invited Testimony, Reports, Papers and Presentations:

Hagemann, M.F., 2008. Disclosure of Hazardous Waste Issues under CEQA. Presentation to the Public Environmental Law Conference, Eugene, Oregon.

Hagemann, M.F., 2008. Disclosure of Hazardous Waste Issues under CEQA. Invited presentation to U.S. EPA Region 9, San Francisco, California.

Hagemann, M.F., 2005. Use of Electronic Databases in Environmental Regulation, Policy Making and Public Participation. Brownfields 2005, Denver, Coloradao.

Hagemann, M.F., 2004. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in Nevada and the Southwestern U.S. Presentation to a meeting of the American Groundwater Trust, Las Vegas, NV (served on conference organizing committee).

Hagemann, M.F., 2004. Invited testimony to a California Senate committee hearing on air toxins at schools in Southern California, Los Angeles.

Brown, A., Farrow, J., Gray, A. and **Hagemann, M.**, 2004. An Estimate of Costs to Address MTBE Releases from Underground Storage Tanks and the Resulting Impact to Drinking Water Wells. Presentation to the Ground Water and Environmental Law Conference, National Groundwater Association.

Hagemann, M.F., 2004. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in Arizona and the Southwestern U.S. Presentation to a meeting of the American Groundwater Trust, Phoenix, AZ (served on conference organizing committee).

Hagemann, M.F., 2003. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in the Southwestern U.S. Invited presentation to a special committee meeting of the National Academy of Sciences, Irvine, CA.

Hagemann, M.F., 2003. Perchlorate Contamination of the Colorado River. Invited presentation to a tribal EPA meeting, Pechanga, CA.

Hagemann, M.F., 2003. Perchlorate Contamination of the Colorado River. Invited presentation to a meeting of tribal repesentatives, Parker, AZ.

Hagemann, M.F., 2003. Impact of Perchlorate on the Colorado River and Associated Drinking Water Supplies. Invited presentation to the Inter-Tribal Meeting, Torres Martinez Tribe.

Hagemann, M.F., 2003. The Emergence of Perchlorate as a Widespread Drinking Water Contaminant. Invited presentation to the U.S. EPA Region 9.

Hagemann, M.F., 2003. A Deductive Approach to the Assessment of Perchlorate Contamination. Invited presentation to the California Assembly Natural Resources Committee.

Hagemann, M.F., 2003. Perchlorate: A Cold War Legacy in Drinking Water. Presentation to a meeting of the National Groundwater Association.

Hagemann, M.F., 2002. From Tank to Tap: A Chronology of MTBE in Groundwater. Presentation to a meeting of the National Groundwater Association.

Hagemann, M.F., 2002. A Chronology of MTBE in Groundwater and an Estimate of Costs to Address Impacts to Groundwater. Presentation to the annual meeting of the Society of Environmental Journalists.

Hagemann, M.F., 2002. An Estimate of the Cost to Address MTBE Contamination in Groundwater (and Who Will Pay). Presentation to a meeting of the National Groundwater Association.

Hagemann, M.F., 2002. An Estimate of Costs to Address MTBE Releases from Underground Storage Tanks and the Resulting Impact to Drinking Water Wells. Presentation to a meeting of the U.S. EPA and State Underground Storage Tank Program managers.

Hagemann, M.F., 2001. From Tank to Tap: A Chronology of MTBE in Groundwater. Unpublished report.

Hagemann, M.F., 2001. Estimated Cleanup Cost for MTBE in Groundwater Used as Drinking Water. Unpublished report.

Hagemann, M.F., 2001. Estimated Costs to Address MTBE Releases from Leaking Underground Storage Tanks. Unpublished report.

Hagemann, M.F., and VanMouwerik, M., 1999. Potential Water Quality Concerns Related to Snowmobile Usage. Water Resources Division, National Park Service, Technical Report.

VanMouwerik, M. and **Hagemann, M.F**. 1999, Water Quality Concerns Related to Personal Watercraft Usage. Water Resources Division, National Park Service, Technical Report.

Hagemann, M.F., 1999, Is Dilution the Solution to Pollution in National Parks? The George Wright Society Biannual Meeting, Asheville, North Carolina.

Hagemann, M.F., 1997, The Potential for MTBE to Contaminate Groundwater. U.S. EPA Superfund Groundwater Technical Forum Annual Meeting, Las Vegas, Nevada.

Hagemann, M.F., and Gill, M., 1996, Impediments to Intrinsic Remediation, Moffett Field Naval Air Station, Conference on Intrinsic Remediation of Chlorinated Hydrocarbons, Salt Lake City.

Hagemann, M.F., Fukunaga, G.L., 1996, The Vulnerability of Groundwater to Anthropogenic Contaminants on the Island of Maui, Hawaii. Hawaii Water Works Association Annual Meeting, Maui, October 1996.

Hagemann, M. F., Fukanaga, G. L., 1996, Ranking Groundwater Vulnerability in Central Oahu, Hawaii. Proceedings, Geographic Information Systems in Environmental Resources Management, Air and Waste Management Association Publication VIP-61.

Hagemann, M.F., 1994. Groundwater Characterization and Cleanup at Closing Military Bases in California. Proceedings, California Groundwater Resources Association Meeting.

Hagemann, M.F. and Sabol, M.A., 1993. Role of the U.S. EPA in the High Plains States Groundwater Recharge Demonstration Program. Proceedings, Sixth Biennial Symposium on the Artificial Recharge of Groundwater.

Hagemann, M.F., 1993. U.S. EPA Policy on the Technical Impracticability of the Cleanup of DNAPL-contaminated Groundwater. California Groundwater Resources Association Meeting.

Hagemann, M.F., 1992. Dense Nonaqueous Phase Liquid Contamination of Groundwater: An Ounce of Prevention... Proceedings, Association of Engineering Geologists Annual Meeting, v. 35.

Other Experience:

Selected as subject matter expert for the California Professional Geologist licensing examinations, 2009-2011.

Attachment B

SWAPE Technical Consultation, Data Analysis and Litigation Support for the Environment

SOIL WATER AIR PROTECTION ENTERPRISE
2656 29th Street, Suite 201
Santa Monica, California 90405
Attn: Paul Rosenfeld, Ph.D.
Mobil: (310) 795-2335
Office: (310) 452-5555
Fax: (310) 452-5550
Email: prosenfeld@swape.com

Paul Rosenfeld, Ph.D.

Chemical Fate and Transport & Air Dispersion Modeling

Principal Environmental Chemist

Risk Assessment & Remediation Specialist

Education

Ph.D. Soil Chemistry, University of Washington, 1999. Dissertation on volatile organic compound filtration.

M.S. Environmental Science, U.C. Berkeley, 1995. Thesis on organic waste economics.

B.A. Environmental Studies, U.C. Santa Barbara, 1991. Focus on wastewater treatment.

Professional Experience

Dr. Rosenfeld has over 25 years of experience conducting environmental investigations and risk assessments for evaluating impacts to human health, property, and ecological receptors. His expertise focuses on the fate and transport of environmental contaminants, human health risk, exposure assessment, and ecological restoration. Dr. Rosenfeld has evaluated and modeled emissions from oil spills, landfills, boilers and incinerators, process stacks, storage tanks, confined animal feeding operations, industrial, military and agricultural sources, unconventional oil drilling operations, and locomotive and construction engines. His project experience ranges from monitoring and modeling of pollution sources to evaluating impacts of pollution on workers at industrial facilities and residents in surrounding communities. Dr. Rosenfeld has also successfully modeled exposure to contaminants distributed by water systems and via vapor intrusion.

Dr. Rosenfeld has investigated and designed remediation programs and risk assessments for contaminated sites containing lead, heavy metals, mold, bacteria, particulate matter, petroleum hydrocarbons, chlorinated solvents, pesticides, radioactive waste, dioxins and furans, semi- and volatile organic compounds, PCBs, PAHs, creosote, perchlorate, asbestos, per- and poly-fluoroalkyl substances (PFOA/PFOS), unusual polymers, fuel oxygenates (MTBE), among other pollutants. Dr. Rosenfeld also has experience evaluating greenhouse gas emissions from various projects and is an expert on the assessment of odors from industrial and agricultural sites, as well as the evaluation of odor nuisance impacts and technologies for abatement of odorous emissions. As a principal scientist at SWAPE, Dr. Rosenfeld directs air dispersion modeling and exposure assessments. He has served as an expert witness and testified about pollution sources causing nuisance and/or personal injury at sites and has testified as an expert witness on numerous cases involving exposure to soil, water and air contaminants from industrial, railroad, agricultural, and military sources.

Professional History:

Soil Water Air Protection Enterprise (SWAPE); 2003 to present; Principal and Founding Partner
UCLA School of Public Health; 2007 to 2011; Lecturer (Assistant Researcher)
UCLA School of Public Health; 2003 to 2006; Adjunct Professor
UCLA Environmental Science and Engineering Program; 2002-2004; Doctoral Intern Coordinator
UCLA Institute of the Environment, 2001-2002; Research Associate
Komex H_2O Science, 2001 to 2003; Senior Remediation Scientist
National Groundwater Association, 2002-2004; Lecturer
San Diego State University, 1999-2001; Adjunct Professor
Anteon Corp., San Diego, 2000-2001; Remediation Project Manager
Ogden (now Amec), San Diego, 2000-2000; Remediation Project Manager
Bechtel, San Diego, California, 1999 – 2000; Risk Assessor
King County, Seattle, 1996 – 1999; Scientist
James River Corp., Washington, 1995-96; Scientist
Big Creek Lumber, Davenport, California, 1995; Scientist
Plumas Corp., California and USFS, Tahoe 1993-1995; Scientist
Peace Corps and World Wildlife Fund, St. Kitts, West Indies, 1991-1993; Scientist

Publications:

Rosenfeld P. E., Spaeth K., Hallman R., Bressler R., Smith, G., (2022) Cancer Risk and Diesel Exhaust Exposure Among Railroad Workers. *Water Air Soil Pollution.* **233,** 171.

Remy, L.L., Clay T., Byers, V., **Rosenfeld P. E.** (2019) Hospital, Health, and Community Burden After Oil Refinery Fires, Richmond, California 2007 and 2012. *Environmental Health.* 18:48

Simons, R.A., Seo, Y. **Rosenfeld, P**., (2015) Modeling the Effect of Refinery Emission On Residential Property Value. Journal of Real Estate Research. 27(3):321-342

Chen, J. A, Zapata A. R., Sutherland A. J., Molmen, D.R., Chow, B. S., Wu, L. E., **Rosenfeld, P. E.,** Hesse, R. C., (2012) Sulfur Dioxide and Volatile Organic Compound Exposure To A Community In Texas City Texas Evaluated Using Aermod and Empirical Data. *American Journal of Environmental Science*, 8(6), 622-632.

Rosenfeld, P.E. & Feng, L. (2011). *The Risks of Hazardous Waste.* Amsterdam: Elsevier Publishing.

Cheremisinoff, N.P., & **Rosenfeld, P.E.** (2011). *Handbook of Pollution Prevention and Cleaner Production: Best Practices in the Agrochemical Industry*, Amsterdam: Elsevier Publishing.

Gonzalez, J., Feng, L., Sutherland, A., Waller, C., Sok, H., Hesse, R., **Rosenfeld, P.** (2010). PCBs and Dioxins/Furans in Attic Dust Collected Near Former PCB Production and Secondary Copper Facilities in Sauget, IL. *Procedia Environmental Sciences*. 113–125.

Feng, L., Wu, C., Tam, L., Sutherland, A.J., Clark, J.J., **Rosenfeld, P.E.** (2010). Dioxin and Furan Blood Lipid and Attic Dust Concentrations in Populations Living Near Four Wood Treatment Facilities in the United States. *Journal of Environmental Health*. 73(6), 34-46.

Cheremisinoff, N.P., & **Rosenfeld, P.E.** (2010). *Handbook of Pollution Prevention and Cleaner Production: Best Practices in the Wood and Paper Industries.* Amsterdam: Elsevier Publishing.

Cheremisinoff, N.P., & **Rosenfeld, P.E.** (2009). *Handbook of Pollution Prevention and Cleaner Production: Best Practices in the Petroleum Industry*. Amsterdam: Elsevier Publishing.

Wu, C., Tam, L., Clark, J., **Rosenfeld, P**. (2009). Dioxin and furan blood lipid concentrations in populations living near four wood treatment facilities in the United States. *WIT Transactions on Ecology and the Environment, Air Pollution,* 123 (17), 319-327.

Tam L. K.., Wu C. D., Clark J. J. and **Rosenfeld, P.E.** (2008). A Statistical Analysis Of Attic Dust And Blood Lipid Concentrations Of Tetrachloro-p-Dibenzodioxin (TCDD) Toxicity Equivalency Quotients (TEQ) In Two Populations Near Wood Treatment Facilities. *Organohalogen Compounds*, 70, 002252-002255.

Tam L. K.., Wu C. D., Clark J. J. and **Rosenfeld, P.E.** (2008). Methods For Collect Samples For Assessing Dioxins And Other Environmental Contaminants In Attic Dust: A Review. *Organohalogen Compounds*, 70, 000527-000530.

Hensley, A.R. A. Scott, J. J. J. Clark, **Rosenfeld, P.E.** (2007). Attic Dust and Human Blood Samples Collected near a Former Wood Treatment Facility. *Environmental Research*. 105, 194-197.

Rosenfeld, P.E., J. J. J. Clark, A. R. Hensley, M. Suffet. (2007). The Use of an Odor Wheel Classification for Evaluation of Human Health Risk Criteria for Compost Facilities. *Water Science & Technology* 55(5), 345-357.

Rosenfeld, P. E., M. Suffet. (2007). The Anatomy Of Odour Wheels For Odours Of Drinking Water, Wastewater, Compost And The Urban Environment. *Water Science & Technology* 55(5), 335-344.

Sullivan, P. J. Clark, J.J.J., Agardy, F. J., **Rosenfeld, P.E.** (2007). *Toxic Legacy, Synthetic Toxins in the Food, Water, and Air in American Cities.* Boston Massachusetts: Elsevier Publishing

Rosenfeld, P.E., and Suffet I.H. (2004). Control of Compost Odor Using High Carbon Wood Ash. *Water Science and Technology*. 49(9),171-178.

Rosenfeld P. E., J.J. Clark, I.H. (Mel) Suffet (2004). The Value of An Odor-Quality-Wheel Classification Scheme For The Urban Environment. *Water Environment Federation's Technical Exhibition and Conference (WEFTEC) 2004.* New Orleans, October 2-6, 2004.

Rosenfeld, P.E., and Suffet, I.H. (2004). Understanding Odorants Associated With Compost, Biomass Facilities, and the Land Application of Biosolids. *Water Science and Technology*. 49(9), 193-199.

Rosenfeld, P.E., and Suffet I.H. (2004). Control of Compost Odor Using High Carbon Wood Ash, *Water Science and Technology*, 49(9), 171-178.

Rosenfeld, P. E., Grey, M. A., Sellew, P. (2004). Measurement of Biosolids Odor and Odorant Emissions from Windrows, Static Pile and Biofilter. *Water Environment Research*. 76(4), 310-315.

Rosenfeld, P.E., Grey, M and Suffet, M. (2002). Compost Demonstration Project, Sacramento California Using High-Carbon Wood Ash to Control Odor at a Green Materials Composting Facility. *Integrated Waste Management Board Public Affairs Office*, Publications Clearinghouse (MS–6), Sacramento, CA Publication #442-02-008.

Rosenfeld, P.E., and C.L. Henry. (2001). Characterization of odor emissions from three different biosolids. *Water Soil and Air Pollution*. 127(1-4), 173-191.

Rosenfeld, P.E., and Henry C. L., (2000). Wood ash control of odor emissions from biosolids application. *Journal of Environmental Quality*. 29, 1662-1668.

Rosenfeld, P.E., C.L. Henry and D. Bennett. (2001). Wastewater dewatering polymer affect on biosolids odor emissions and microbial activity. *Water Environment Research*. 73(4), 363-367.

Rosenfeld, P.E., and C.L. Henry. (2001). Activated Carbon and Wood Ash Sorption of Wastewater, Compost, and Biosolids Odorants. *Water Environment Research*, 73, 388-393.

Rosenfeld, P.E., and Henry C. L., (2001). High carbon wood ash effect on biosolids microbial activity and odor. *Water Environment Research*. 131(1-4), 247-262.

Chollack, T. and **P. Rosenfeld. (**1998). Compost Amendment Handbook For Landscaping. Prepared for and distributed by the City of Redmond, Washington State.

Rosenfeld, P. E. (1992). The Mount Liamuiga Crater Trail. *Heritage Magazine of St. Kitts*, 3(2).

Rosenfeld, P. E. (1993). High School Biogas Project to Prevent Deforestation On St. Kitts. *Biomass Users Network*, 7(1).

Rosenfeld, P. E. (1998). Characterization, Quantification, and Control of Odor Emissions From Biosolids Application To Forest Soil. Doctoral Thesis. University of Washington College of Forest Resources.

Rosenfeld, P. E. (1994). Potential Utilization of Small Diameter Trees on Sierra County Public Land. Masters thesis reprinted by the Sierra County Economic Council. Sierra County, California.

Rosenfeld, P. E. (1991). How to Build a Small Rural Anaerobic Digester & Uses Of Biogas In The First And Third World. Bachelors Thesis. University of California.

Presentations:

Rosenfeld, P.E., "The science for Perfluorinated Chemicals (PFAS): What makes remediation so hard?" Law Seminars International, (May 9-10, 2018) 800 Fifth Avenue, Suite 101 Seattle, WA.

Rosenfeld, P.E., Sutherland, A; Hesse, R.; Zapata, A. (October 3-6, 2013). Air dispersion modeling of volatile organic emissions from multiple natural gas wells in Decatur, TX. *44th Western Regional Meeting, American Chemical Society.* Lecture conducted from Santa Clara, CA.

Sok, H.L.; Waller, C.C.; Feng, L.; Gonzalez, J.; Sutherland, A.J.; Wisdom-Stack, T.; Sahai, R.K.; Hesse, R.C.; **Rosenfeld, P.E.** (June 20-23, 2010). Atrazine: A Persistent Pesticide in Urban Drinking Water. *Urban Environmental Pollution*. Lecture conducted from Boston, MA.

Feng, L.; Gonzalez, J.; Sok, H.L.; Sutherland, A.J.; Waller, C.C.; Wisdom-Stack, T.; Sahai, R.K.; La, M.; Hesse, R.C.; **Rosenfeld, P.E.** (June 20-23, 2010). Bringing Environmental Justice to East St. Louis, Illinois. *Urban Environmental Pollution.* Lecture conducted from Boston, MA.

Rosenfeld, P.E. (April 19-23, 2009). Perfluoroctanoic Acid (PFOA) and Perfluoroactane Sulfonate (PFOS) Contamination in Drinking Water From the Use of Aqueous Film Forming Foams (AFFF) at Airports in the United States. *2009 Ground Water Summit and 2009 Ground Water Protection Council Spring Meeting*, Lecture conducted from Tuscon, AZ.

Rosenfeld, P.E. (April 19-23, 2009). Cost to Filter Atrazine Contamination from Drinking Water in the United States" Contamination in Drinking Water From the Use of Aqueous Film Forming Foams (AFFF) at Airports in the United States. *2009 Ground Water Summit and 2009 Ground Water Protection Council Spring Meeting*. Lecture conducted from Tuscon, AZ.

Wu, C., Tam, L., Clark, J., **Rosenfeld, P**. (20-22 July, 2009). Dioxin and furan blood lipid concentrations in populations living near four wood treatment facilities in the United States. Brebbia, C.A. and Popov, V., eds., *Air Pollution XVII: Proceedings of the Seventeenth International Conference on Modeling, Monitoring and Management of Air Pollution*. Lecture conducted from Tallinn, Estonia.

Rosenfeld, P. E. (October 15-18, 2007). Moss Point Community Exposure To Contaminants From A Releasing Facility. *The 23rd Annual International Conferences on Soils Sediment and Water.* Platform lecture conducted from University of Massachusetts, Amherst MA.

Rosenfeld, P. E. (October 15-18, 2007). The Repeated Trespass of Tritium-Contaminated Water Into A Surrounding Community Form Repeated Waste Spills From A Nuclear Power Plant. *The 23rd Annual International Conferences on Soils Sediment and Water*. Platform lecture conducted from University of Massachusetts, Amherst MA.

Rosenfeld, P. E. (October 15-18, 2007). Somerville Community Exposure To Contaminants From Wood Treatment Facility Emissions. The *23rd Annual International Conferences on Soils Sediment and Water*. Lecture conducted from University of Massachusetts, Amherst MA.

Rosenfeld P. E. (March 2007). Production, Chemical Properties, Toxicology, & Treatment Case Studies of 1,2,3-Trichloropropane (TCP). *The Association for Environmental Health and Sciences (AEHS) Annual Meeting*. Lecture conducted from San Diego, CA.

Rosenfeld P. E. (March 2007). Blood and Attic Sampling for Dioxin/Furan, PAH, and Metal Exposure in Florala, Alabama. *The AEHS Annual Meeting.* Lecture conducted from San Diego, CA.

Hensley A.R., Scott, A., **Rosenfeld P.E.,** Clark, J.J.J. (August 21 – 25, 2006). Dioxin Containing Attic Dust And Human Blood Samples Collected Near A Former Wood Treatment Facility. *The 26th International Symposium on Halogenated Persistent Organic Pollutants – DIOXIN2006*. Lecture conducted from Radisson SAS Scandinavia Hotel in Oslo Norway.

Hensley A.R., Scott, A., **Rosenfeld P.E.,** Clark, J.J.J. (November 4-8, 2006). Dioxin Containing Attic Dust And Human Blood Samples Collected Near A Former Wood Treatment Facility. *APHA 134 Annual Meeting & Exposition.* Lecture conducted from Boston Massachusetts.

Paul Rosenfeld Ph.D. (October 24-25, 2005). Fate, Transport and Persistence of PFOA and Related Chemicals. Mealey's C8/PFOA. *Science, Risk & Litigation Conference.* Lecture conducted from The Rittenhouse Hotel, Philadelphia, PA.

Paul Rosenfeld Ph.D. (September 19, 2005). Brominated Flame Retardants in Groundwater: Pathways to Human Ingestion, *Toxicology and Remediation PEMA Emerging Contaminant Conference*. Lecture conducted from Hilton Hotel, Irvine California.

Paul Rosenfeld Ph.D. (September 19, 2005). Fate, Transport, Toxicity, And Persistence of 1,2,3-TCP. *PEMA Emerging Contaminant Conference.* Lecture conducted from Hilton Hotel in Irvine, California.

Paul Rosenfeld Ph.D. (September 26-27, 2005). Fate, Transport and Persistence of PDBEs. *Mealey's Groundwater Conference.* Lecture conducted from Ritz Carlton Hotel, Marina Del Ray, California.

Paul Rosenfeld Ph.D. (June 7-8, 2005). Fate, Transport and Persistence of PFOA and Related Chemicals. *International Society of Environmental Forensics: Focus On Emerging Contaminants*. Lecture conducted from Sheraton Oceanfront Hotel, Virginia Beach, Virginia.

Paul Rosenfeld Ph.D. (July 21-22, 2005). Fate Transport, Persistence and Toxicology of PFOA and Related Perfluorochemicals. *2005 National Groundwater Association Ground Water And Environmental Law Conference*. Lecture conducted from Wyndham Baltimore Inner Harbor, Baltimore Maryland.

Paul Rosenfeld Ph.D. (July 21-22, 2005). Brominated Flame Retardants in Groundwater: Pathways to Human Ingestion, Toxicology and Remediation. *2005 National Groundwater Association Ground Water and Environmental Law Conference.* Lecture conducted from Wyndham Baltimore Inner Harbor, Baltimore Maryland.

Paul Rosenfeld, Ph.D. and James Clark Ph.D. and Rob Hesse R.G. (May 5-6, 2004). Tert-butyl Alcohol Liability and Toxicology, A National Problem and Unquantified Liability. *National Groundwater Association. Environmental Law Conference*. Lecture conducted from Congress Plaza Hotel, Chicago Illinois.

Paul Rosenfeld, Ph.D. (March 2004). Perchlorate Toxicology. *Meeting of the American Groundwater Trust*. Lecture conducted from Phoenix Arizona.

Hagemann, M.F., **Paul Rosenfeld, Ph.D.** and Rob Hesse (2004). Perchlorate Contamination of the Colorado River. *Meeting of tribal representatives*. Lecture conducted from Parker, AZ.

Paul Rosenfeld, Ph.D. (April 7, 2004). A National Damage Assessment Model For PCE and Dry Cleaners. *Drycleaner Symposium. California Ground Water Association*. Lecture conducted from Radison Hotel, Sacramento, California.

Rosenfeld, P. E., Grey, M., (June 2003) Two stage biofilter for biosolids composting odor control. *Seventh International In Situ And On Site Bioremediation Symposium Battelle Conference* Orlando, FL.

Paul Rosenfeld, Ph.D. and James Clark Ph.D. (February 20-21, 2003) Understanding Historical Use, Chemical Properties, Toxicity and Regulatory Guidance of 1,4 Dioxane. *National Groundwater Association. Southwest Focus Conference. Water Supply and Emerging Contaminants*.. Lecture conducted from Hyatt Regency Phoenix Arizona.

Paul Rosenfeld, Ph.D. (February 6-7, 2003). Underground Storage Tank Litigation and Remediation. *California CUPA Forum*. Lecture conducted from Marriott Hotel, Anaheim California.

Paul Rosenfeld, Ph.D. (October 23, 2002) Underground Storage Tank Litigation and Remediation. *EPA Underground Storage Tank Roundtable*. Lecture conducted from Sacramento California.

Rosenfeld, P.E. and Suffet, M. (October 7- 10, 2002). Understanding Odor from Compost, *Wastewater and Industrial Processes. Sixth Annual Symposium On Off Flavors in the Aquatic Environment. International Water Association*. Lecture conducted from Barcelona Spain.

Rosenfeld, P.E. and Suffet, M. (October 7- 10, 2002). Using High Carbon Wood Ash to Control Compost Odor. *Sixth Annual Symposium On Off Flavors in the Aquatic Environment. International Water Association*. Lecture conducted from Barcelona Spain.

Rosenfeld, P.E. and Grey, M. A. (September 22-24, 2002). Biocycle Composting For Coastal Sage Restoration. *Northwest Biosolids Management Association*. Lecture conducted from Vancouver Washington..

Rosenfeld, P.E. and Grey, M. A. (November 11-14, 2002). Using High-Carbon Wood Ash to Control Odor at a Green Materials Composting Facility. *Soil Science Society Annual Conferenc*e. Lecture conducted from Indianapolis, Maryland.

Rosenfeld. P.E. (September 16, 2000). Two stage biofilter for biosolids composting odor control. *Water Environment Federation.* Lecture conducted from Anaheim California.

Rosenfeld. P.E. (October 16, 2000). Wood ash and biofilter control of compost odor. *Biofest.* Lecture conducted from Ocean Shores, California.

Rosenfeld, P.E. (2000). Bioremediation Using Organic Soil Amendments. *California Resource Recovery Association*. Lecture conducted from Sacramento California.

Rosenfeld, P.E., C.L. Henry, R. Harrison. (1998). Oat and Grass Seed Germination and Nitrogen and Sulfur Emissions Following Biosolids Incorporation With High-Carbon Wood-Ash. *Water Environment Federation 12th Annual Residuals and Biosolids Management Conference Proceedings*. Lecture conducted from Bellevue Washington.

Rosenfeld, P.E., and C.L. Henry. (1999). An evaluation of ash incorporation with biosolids for odor reduction. *Soil Science Society of America*. Lecture conducted from Salt Lake City Utah.

Rosenfeld, P.E., C.L. Henry, R. Harrison. (1998). Comparison of Microbial Activity and Odor Emissions from Three Different Biosolids Applied to Forest Soil. *Brown and Caldwell.* Lecture conducted from Seattle Washington.

Rosenfeld, P.E., C.L. Henry. (1998). Characterization, Quantification, and Control of Odor Emissions from Biosolids Application To Forest Soil. *Biofest.* Lecture conducted from Lake Chelan, Washington.

Rosenfeld, P.E, C.L. Henry, R. Harrison. (1998). Oat and Grass Seed Germination and Nitrogen and Sulfur Emissions Following Biosolids Incorporation With High-Carbon Wood-Ash. Water Environment Federation 12th Annual Residuals and Biosolids Management Conference Proceedings. Lecture conducted from Bellevue Washington.

Rosenfeld, P.E., C.L. Henry, R. B. Harrison, and R. Dills. (1997). Comparison of Odor Emissions From Three Different Biosolids Applied to Forest Soil. *Soil Science Society of America*. Lecture conducted from Anaheim California.

Teaching Experience:

UCLA Department of Environmental Health (Summer 2003 through 20010) Taught Environmental Health Science 100 to students, including undergrad, medical doctors, public health professionals and nurses. Course focused on the health effects of environmental contaminants.

National Ground Water Association, Successful Remediation Technologies. Custom Course in Sante Fe, New Mexico. May 21, 2002. Focused on fate and transport of fuel contaminants associated with underground storage tanks.

National Ground Water Association; Successful Remediation Technologies Course in Chicago Illinois. April 1, 2002. Focused on fate and transport of contaminants associated with Superfund and RCRA sites.

California Integrated Waste Management Board, April and May, 2001. Alternative Landfill Caps Seminar in San Diego, Ventura, and San Francisco. Focused on both prescriptive and innovative landfill cover design.

UCLA Department of Environmental Engineering, February 5, 2002. Seminar on Successful Remediation Technologies focusing on Groundwater Remediation.

University Of Washington, Soil Science Program, Teaching Assistant for several courses including: Soil Chemistry, Organic Soil Amendments, and Soil Stability.

U.C. Berkeley, Environmental Science Program Teaching Assistant for Environmental Science 10.

Academic Grants Awarded:

California Integrated Waste Management Board. $41,000 grant awarded to UCLA Institute of the Environment. Goal: To investigate effect of high carbon wood ash on volatile organic emissions from compost. 2001.

Synagro Technologies, Corona California: $10,000 grant awarded to San Diego State University.
Goal: investigate effect of biosolids for restoration and remediation of degraded coastal sage soils. 2000.

King County, Department of Research and Technology, Washington State. $100,000 grant awarded to University of Washington: Goal: To investigate odor emissions from biosolids application and the effect of polymers and ash on VOC emissions. 1998.

Northwest Biosolids Management Association, Washington State. $20,000 grant awarded to investigate effect of polymers and ash on VOC emissions from biosolids. 1997.

James River Corporation, Oregon: $10,000 grant was awarded to investigate the success of genetically engineered Poplar trees with resistance to round-up. 1996.

United State Forest Service, Tahoe National Forest: $15,000 grant was awarded to investigating fire ecology of the Tahoe National Forest. 1995.

Kellogg Foundation, Washington D.C. $500 grant was awarded to construct a large anaerobic digester on St. Kitts in West Indies. 1993

Deposition and/or Trial Testimony:

In the Superior Court of the State of California, County of San Bernardino
Billy Wildrick, Plaintiff vs. BNSF Railway Company
Case No. CIVDS1711810
Rosenfeld Deposition 10-17-2022

In the State Court of Bibb County, State of Georgia
Richard Hutcherson, Plaintiff vs Norfolk Southern Railway Company
Case No. 10-SCCV-092007
Rosenfeld Deposition 10-6-2022

In the Civil District Court of the Parish of Orleans, State of Louisiana
Millard Clark, Plaintiff vs. Dixie Carriers, Inc. et al.
Case No. 2020-03891
Rosenfeld Deposition 9-15-2022

In The Circuit Court of Livingston County, State of Missouri, Circuit Civil Division
Shirley Ralls, Plaintiff vs. Canadian Pacific Railway and Soo Line Railroad
Case No. 18-LV-CC0020
Rosenfeld Deposition 9-7-2022

In The Circuit Court of the 13th Judicial Circuit Court, Hillsborough County, Florida Civil Division
Jonny C. Daniels, Plaintiff vs. CSX Transportation Inc.
Case No. 20-CA-5502
Rosenfeld Deposition 9-1-2022

In The Circuit Court of St. Louis County, State of Missouri
Kieth Luke et. al. Plaintiff vs. Monsanto Company et. al.
Case No. 19SL-CC03191
Rosenfeld Deposition 8-25-2022

In The Circuit Court of the 13th Judicial Circuit Court, Hillsborough County, Florida Civil Division
Jeffery S. Lamotte, Plaintiff vs. CSX Transportation Inc.
Case No. NO. 20-CA-0049
Rosenfeld Deposition 8-22-2022

In State of Minnesota District Court, County of St. Louis Sixth Judicial District
Greg Bean, Plaintiff vs. Soo Line Railroad Company
Case No. 69-DU-CV-21-760
Rosenfeld Deposition 8-17-2022

In United States District Court Western District of Washington at Tacoma, Washington
John D. Fitzgerald Plaintiff vs. BNSF
Case No. 3:21-cv-05288-RJB
Rosenfeld Deposition 8-11-2022

In Circuit Court of the Sixth Judicial Circuit, Macon Illinois
Rocky Bennyhoff Plaintiff vs. Norfolk Southern
Case No. 20-L-56
Rosenfeld Deposition 8-3-2022

In Court of Common Pleas, Hamilton County Ohio
Joe Briggins Plaintiff vs. CSX
Case No. A2004464
Rosenfeld Deposition 6-17-2022

In the Superior Court of the State of California, County of Kern
George LaFazia vs. BNSF Railway Company.
Case No. BCV-19-103087
Rosenfeld Deposition 5-17-2022

In the Circuit Court of Cook County Illinois
Bobby Earles vs. Penn Central et. al.
Case No. 2020-L-000550
Rosenfeld Deposition 4-16-2022

In United States District Court Easter District of Florida
Albert Hartman Plaintiff vs. Illinois Central
Case No. 2:20-cv-1633
Rosenfeld Deposition 4-4-2022

In the Circuit Court of the 4th Judicial Circuit, in and For Duval County, Florida
Barbara Steele vs. CSX Transportation
Case No.16-219-Ca-008796
Rosenfeld Deposition 3-15-2022

In United States District Court Easter District of New York
Romano et al. vs. Northrup Grumman Corporation
Case No. 16-cv-5760
Rosenfeld Deposition 3-10-2022

In the Circuit Court of Cook County Illinois
Linda Benjamin vs. Illinois Central
Case No. No. 2019 L 007599
Rosenfeld Deposition 1-26-2022

In the Circuit Court of Cook County Illinois
Donald Smith vs. Illinois Central
Case No. No. 2019 L 003426
Rosenfeld Deposition 1-24-2022

In the Circuit Court of Cook County Illinois
Jan Holeman vs. BNSF
Case No. 2019 L 000675
Rosenfeld Deposition 1-18-2022

In the State Court of Bibb County State of Georgia
Dwayne B. Garrett vs. Norfolk Southern
Case No. 20-SCCV-091232
Rosenfeld Deposition 11-10-2021

In the Circuit Court of Cook County Illinois
Joseph Ruepke vs. BNSF
Case No. 2019 L 007730
Rosenfeld Deposition 11-5-2021

In the United States District Court For the District of Nebraska
Steven Gillett vs. BNSF
Case No. 4:20-cv-03120
Rosenfeld Deposition 10-28-2021

In the Montana Thirteenth District Court of Yellowstone County
James Eadus vs. Soo Line Railroad and BNSF
Case No. DV 19-1056
Rosenfeld Deposition 10-21-2021

In the Circuit Court Of The Twentieth Judicial Circuit, St Clair County, Illinois
Martha Custer et al.cvs. Cerro Flow Products, Inc.
Case No. 0i9-L-2295
Rosenfeld Deposition 5-14-2021
Trial October 8-4-2021

In the Circuit Court of Cook County Illinois
Joseph Rafferty vs. Consolidated Rail Corporation and National Railroad Passenger Corporation d/b/a AMTRAK,
Case No. 18-L-6845
Rosenfeld Deposition 6-28-2021

In the United States District Court For the Northern District of Illinois
Theresa Romcoe vs. Northeast Illinois Regional Commuter Railroad Corporation d/b/a METRA Rail
Case No. 17-cv-8517
Rosenfeld Deposition 5-25-2021

In the Superior Court of the State of Arizona In and For the Cunty of Maricopa
Mary Tryon et al. vs. The City of Pheonix v. Cox Cactus Farm, L.L.C., Utah Shelter Systems, Inc.
Case No. CV20127-094749
Rosenfeld Deposition 5-7-2021

In the United States District Court for the Eastern District of Texas Beaumont Division
Robinson, Jeremy et al vs. CNA Insurance Company et al.
Case No. 1:17-cv-000508
Rosenfeld Deposition 3-25-2021

In the Superior Court of the State of California, County of San Bernardino
Gary Garner, Personal Representative for the Estate of Melvin Garner vs. BNSF Railway Company.
Case No. 1720288
Rosenfeld Deposition 2-23-2021

In the Superior Court of the State of California, County of Los Angeles, Spring Street Courthouse
Benny M Rodriguez vs. Union Pacific Railroad, A Corporation, et al.
Case No. 18STCV01162
Rosenfeld Deposition 12-23-2020

In the Circuit Court of Jackson County, Missouri
Karen Cornwell, Plaintiff, vs. Marathon Petroleum, LP, Defendant.
Case No. 1716-CV10006
Rosenfeld Deposition 8-30-2019

In the United States District Court For The District of New Jersey
Duarte et al, Plaintiffs, vs. United States Metals Refining Company et. al. Defendant.
Case No. 2:17-cv-01624-ES-SCM
Rosenfeld Deposition 6-7-2019

In the United States District Court of Southern District of Texas Galveston Division
M/T Carla Maersk vs. Conti 168., Schiffahrts-GMBH & Co. Bulker KG MS "Conti Perdido" Defendant.
Case No. 3:15-CV-00106 consolidated with 3:15-CV-00237
Rosenfeld Deposition 5-9-2019

In The Superior Court of the State of California In And For The County Of Los Angeles – Santa Monica
Carole-Taddeo-Bates et al., vs. Ifran Khan et al., Defendants
Case No. BC615636
Rosenfeld Deposition 1-26-2019

In The Superior Court of the State of California In And For The County Of Los Angeles – Santa Monica
The San Gabriel Valley Council of Governments et al. vs El Adobe Apts. Inc. et al., Defendants
Case No. BC646857
Rosenfeld Deposition 10-6-2018; Trial 3-7-19

In United States District Court For The District of Colorado
Bells et al. Plaintiffs vs. The 3M Company et al., Defendants
Case No. 1:16-cv-02531-RBJ
Rosenfeld Deposition 3-15-2018 and 4-3-2018

In The District Court Of Regan County, Texas, 112th Judicial District
Phillip Bales et al., Plaintiff vs. Dow Agrosciences, LLC, et al., Defendants
Cause No. 1923
Rosenfeld Deposition 11-17-2017

In The Superior Court of the State of California In And For The County Of Contra Costa
Simons et al., Plaintifs vs. Chevron Corporation, et al., Defendants
Cause No. C12-01481
Rosenfeld Deposition 11-20-2017

In The Circuit Court Of The Twentieth Judicial Circuit, St Clair County, Illinois
Martha Custer et al., Plaintiff vs. Cerro Flow Products, Inc., Defendants
Case No.: No. 0i9-L-2295
Rosenfeld Deposition 8-23-2017

In United States District Court For The Southern District of Mississippi
Guy Manuel vs. The BP Exploration et al., Defendants
Case No. 1:19-cv-00315-RHW
Rosenfeld Deposition 4-22-2020

In The Superior Court of the State of California, For The County of Los Angeles
Warrn Gilbert and Penny Gilber, Plaintiff vs. BMW of North America LLC
Case No. LC102019 (c/w BC582154)
Rosenfeld Deposition 8-16-2017, Trail 8-28-2018

In the Northern District Court of Mississippi, Greenville Division
Brenda J. Cooper, et al., Plaintiffs, vs. Meritor Inc., et al., Defendants
Case No. 4:16-cv-52-DMB-JVM
Rosenfeld Deposition July 2017

In The Superior Court of the State of Washington, County of Snohomish
Michael Davis and Julie Davis et al., Plaintiff vs. Cedar Grove Composting Inc., Defendants
Case No. 13-2-03987-5
Rosenfeld Deposition, February 2017
Trial March 2017

In The Superior Court of the State of California, County of Alameda
Charles Spain., Plaintiff vs. Thermo Fisher Scientific, et al., Defendants
Case No. RG14711115
Rosenfeld Deposition September 2015

In The Iowa District Court In And For Poweshiek County
Russell D. Winburn, et al., Plaintiffs vs. Doug Hoksbergen, et al., Defendants
Case No. LALA002187
Rosenfeld Deposition August 2015

In The Circuit Court of Ohio County, West Virginia
Robert Andrews, et al. v. Antero, et al.
Civil Action No. 14-C-30000
Rosenfeld Deposition June 2015

In The Iowa District Court for Muscatine County
Laurie Freeman et. al. Plaintiffs vs. Grain Processing Corporation, Defendant
Case No. 4980
Rosenfeld Deposition May 2015

In the Circuit Court of the 17th Judicial Circuit, in and For Broward County, Florida
Walter Hinton, et. al. Plaintiff, vs. City of Fort Lauderdale, Florida, a Municipality, Defendant.
Case No. CACE07030358 (26)
Rosenfeld Deposition December 2014

In the County Court of Dallas County Texas
Lisa Parr et al, Plaintiff, vs. Aruba et al, Defendant.
Case No. cc-11-01650-E
Rosenfeld Deposition: March and September 2013
Rosenfeld Trial April 2014

In the Court of Common Pleas of Tuscarawas County Ohio
John Michael Abicht, et al., Plaintiffs, vs. Republic Services, Inc., et al., Defendants
Case No. 2008 CT 10 0741 (Cons. w/ 2009 CV 10 0987)
Rosenfeld Deposition October 2012

In the United States District Court for the Middle District of Alabama, Northern Division
James K. Benefield, et al., Plaintiffs, vs. International Paper Company, Defendant.
Civil Action No. 2:09-cv-232-WHA-TFM
Rosenfeld Deposition July 2010, June 2011

In the Circuit Court of Jefferson County Alabama
Jaeanette Moss Anthony, et al., Plaintiffs, vs. Drummond Company Inc., et al., Defendants
Civil Action No. CV 2008-2076
Rosenfeld Deposition September 2010

In the United States District Court, Western District Lafayette Division
Ackle et al., Plaintiffs, vs. Citgo Petroleum Corporation, et al., Defendants.
Case No. 2:07CV1052
Rosenfeld Deposition July 2009

Response to Comment Letter O1 - Blum, Collins & Ho LLP (Golden State Environmental Justice Alliance)

Response O1-a

Introductory comments are noted for the record. The commenter provides a general introductory and requests to be added to the public interest list are noted to the record. All attachments to the comment letter have been received. As the specific comments in the letter re-state the comments in the attachments, responses to the letter also fully respond to the attachments. Therefore, no further revision to the analysis in the Draft EIR is required.

Response O-1b

The commenter's summary of the Project is noted for the record. Therefore, no further revision to the analysis in the Draft EIR is required.

Response O1-c

The City disagrees that the Draft EIR must include analysis of potential environmental justice issues, as CEQA does not require consideration of potential implications to environmental justice or socioeconomics as a specific resource, further, environmental justice is not listed within the "Environmental Factors Potentially Affected" in Appendix G, Environmental Checklist Form, to the CEQA Guidelines.[4] The remainder of the comment presents data from California Environmental Protection Agency's (CalEPA) CalEnviroScreen. The City further notes that the South Coast Air Quality Management District (SCAQMD) CEQA Air Quality Handbook does not recommend analysis of toxic air contaminants (TACs) from short-term construction activities associated with land use development projects.[5]

As well, a construction health risk assessment (HRA) is not required by SCAQMD and no guidance for HRAs for construction has been adopted by SCAQMD or the City. Although SCAQMD's CEQA Air Quality Handbook does not require an HRA for short-term construction emissions, a construction HRA was conservatively prepared for the Project and is provided in the Draft EIR in ***Section 4.3: Air Quality***. The HRA was conducted based on the SCAQMD's Health Risk Assessment Guidance for Analyzing Cancer Risks from Mobile Source Diesel Idling Emissions for CEQA Air Quality Analysis and the SCAQMD Risk Assessment Procedures and the guidance from the California Office of Environmental Health Hazard Assessment (OEHHA).

As analyzed in ***Section 4.3: Air Quality*** of the Draft EIR, pages 4.3-35 and 4.3-36, in Project construction activities, including TACs from equipment exhaust would not expose sensitive receptors to substantial pollutant concentrations. Project-related TAC impacts during construction would be less than significant with mitigation measures Mitigation Measure (MM) AQ-1 through MM AQ-8. MM AQ-1 requires the Project to use "Super-Compliant" low VOC paints; MM AQ-2 requires that all cargo handling equipment used on a daily basis (yard trucks/hostlers, forklifts, etc.) be electric; MM AQ-3 requires the implementation of a Transportation Demand Management (TDM) program to reduce single occupant

[4] Title 14. Natural Resources. (2018). Retrieved from: http://files.resources.ca.gov/ceqa/docs/2018_CEQA_FINAL_TEXT_122818.pdf.
[5] South Coast Air Quality Management District. (2024). Air Quality Analysis Handbook. Retrieved from: https://www.aqmd.gov/home/rules-compliance/ceqa/air-quality-analysis-handbook.

vehicle trips and encourage transit; MM AQ-4 requires the buildings to be designed to accommodate electric vehicle (EV) infrastructure; MM AQ-5 prohibits idling when engines are not in use; MM AQ-6 prohibits the installation of wood-burning and natural gas devices for residential fireplaces; MM AQ-7 prohibits refrigerated warehouse space/cold storage; and MM AQ-8 requires the use of Tier 4 construction equipment is required to reduce the cancer risk.

An operational phase HRA was also conducted for this Project (see ***Appendix B*** of the Draft EIR). The analysis included both on-site and off-site impacts from the diesel trucks accessing the warehouse development on nearby residential and worker receptors. Chronic impacts were also evaluated in the HRA.

The operational HRA determined that incorporating operational MM AQ-2 through MM AQ-5 and MM AQ-7, would reduce potential hazards to be within acceptable limits. MM AQ-2 requires that all cargo handling equipment used on a daily basis (yard trucks/hostlers, forklifts, etc.) be electric; MM AQ-3 requires the implementation of a TDM program to reduce single-occupant vehicle trips and encourage transit; MM AQ-4 requires the buildings to be designed to accommodate EV infrastructure; MM AQ-5 prohibits idling when engines are not in use; and MM AQ-7 prohibits refrigerated warehouse space/cold storage. ***Section 4.3: Air Quality*** of the Draft EIR determined that Project construction and operations would not expose sensitive receptors to substantial pollutant concentrations. Construction and operations would not exceed SCAQMD Local Significance Thresholds (LSTs), would not create a carbon monoxide (CO) hotspot, and would not generate concentrations of DPM that would result in carcinogenic, chronic, or acute health risk effects. Therefore, Project impacts would be less than significant. Therefore, no further revision to the analysis in the Draft EIR is required.

Response O1-d

This comment is noted for the record. See Response O1-c.

Response O1-e

This comment is noted for the record. See Response O1-c.

Response O1-f

This comment is noted for the record. See Response O1-c.

Response O1-g

This comment is noted for the record. See Response O1-c.

Response O1-h

The City disagrees with the assertion that the Draft EIR must use one of three state-approved compliance modeling software for non-residential buildings and that the Draft EIR does not comply with the 2022 Building Energy Efficiency Standards. The software programs listed by the California Energy Commission (CEC) concern the performance approach method, which provides maximum flexibility to trade off the energy performance of different building components to achieve compliance for the 2022 Energy Standards. As stated in the CalEEMod User's Guide, CalEEMod, which was used by the City, utilizes widely

accepted methodologies for estimating emissions combined with default data. The sources for the methodologies include studies commissioned by the CEC and also utilize energy conservation standards subject to Title 24.[6]

The energy analysis and associated thresholds are provided on Draft EIR Section 4.6: Energy. The analysis specifically responds to the guidance for energy analysis in the State CEQA Guidelines Appendix F, which requires a determination on if a project would increase the need for new energy supplies. The analysis is used to disclose the amount of energy that the Project would require and is not utilized to demonstrate compliance for performance. Additionally, the Draft EIR discloses the Project's electricity consumption, natural gas consumption, and transportation fuel consumption and determined that the Project's energy consumption would not be inefficient or wasteful as the Project will be required by the California Green Building Standards Code (CALGreen Code) to comply with the Title 24 Building Energy Efficiency Standards (Nonresidential) published by the CEC, which contain stringent mandatory standards for mechanical systems, lighting (indoor and outdoor), and appliances to minimize energy use. Therefore, the Project used the appropriate model to calculate and disclose the Project's energy use, and also demonstrated that the Project would be required to comply with the CALGreen Code and Title 24. Therefore, no further revisions to the Draft EIR are required.

Response O1-i

GHG emissions and impacts were fully analyzed within Draft EIR ***Section 4.8: Greenhouse Gas Emissions***. As discussed in ***Section 4.8: Greenhouse Gas Emissions*** of the Draft EIR, page 4.8-14, CEQA Guidelines allow lead agencies to determine thresholds of significance that illustrate the extent of an impact and are a basis from which to apply mitigation measures. As stated in CEQA Guidelines Section 15064.4(b)(3), when determining the significance of impacts from GHG emissions, the lead agency should consider "the extent to which the project complies with regulations or requirements adopted to implement a statewide, regional, or local plan for the reduction or mitigation of greenhouse gas emissions." As stated in the City of Ontario Community Climate Action Plan (CAP), the CAP is in concert with Assembly Bill (AB) 32 and international efforts to address global climate change and includes specific local requirements that will substantially lessen the cumulative problem and therefore the CAP is the type of mitigation called for in CEQA Guidelines Section 15130(a)(3) and Section 15183.5.

The Draft EIR's GHG analysis quantifies the Project's GHG emissions for informational-purposes only and determines significance based on the Project's consistency with the CAP, adopted in 2022. The CAP utilizes screening tables that assign point values to document implementation of CAP strategies, ensuring compliance with CEQA provisions for evaluating and mitigating climate change impacts. The Screening Tables provides a menu of options that both ensures implementation of the reduction strategies and flexibility. According to the adopted CAP, projects garnering at least 100 points on the CAP Consistency Tables would be considered consistent with the reduction quantities in the City's CAP and are considered less than significant with regards to GHG emissions. Therefore, the quantitative threshold of 3,000 $MTCO_2e$ threshold raised by the comment has no relevancy to the Draft EIR's GHG analysis. Therefore, no further revisions to the Draft EIR are required.

[6] CalEEMod User's Guide. (2021). Retrieved from: http://www.aqmd.gov/docs/default-source/caleemod/user-guide-2021/01_user-39-s-guide2020-4-0.pdf?sfvrsn=6.

Response O1-j

The City disagrees that Table 4.8-8 in ***Section 4.8: Greenhouse Gas Emissions*** of the Draft EIR, provides an erroneous and misleading consistency analysis. The commenter claims that the Project is not consistent with Transportation Strategy 9 due to the lack of transit in the Project vicinity. However, the consistency analysis states that the Project would construct transit turnouts within the Specific Plan Area. This Project feature is intended to support the expansion of transit service in the Project vicinity, specifically the BRT service that the City is coordinating with regional transit agencies in order to serve Euclid Avenue on the western boundary of the Project site. Therefore, the Project would directly support the expansion of transit service into the Project Area by constructing turnouts and the Draft EIR correctly concludes that the Project would be consistent with Transportation Strategy 9. Therefore, no further revision to the analysis in the Draft EIR is required.

Response O1-k

As the commenter notes, there is no site plan or development information for the residential portion of the proposed Project, which has been analyzed programmatically in the Draft EIR. Table 4.8-9: GHG Reduction Measures Screening Table for Ontario Development in ***Section 4.8: Greenhouse Gas Emissions*** of the Draft EIR, page 4.8-28, includes a list of reduction measures that individual developments can implement to show consistency with the CAP. Projects that achieve 100 points are considered to be consistent with the CAP and would result in less than significant impact with regard to consistency with GHG reduction planning.

The commenter incorrectly claims that the Draft EIR assigns the points shown in Table 4.8-9 in ***Section 4.8: Greenhouse Gas Emissions*** of the Draft EIR, to the Project. However, as discussed in Table 4.8-9 in Section 4.8: Greenhouse Gas Emissions, page 4.8-28, "identifies potential design features and their associated scores" and is included to show "that the proposed Project has the potential to achieve 100 points on the CAP's screening tables" given the amount of available points. The discussion in ***Section 4.8: Greenhouse Gas Emissions*** of the Draft EIR, page 4.8-28, has been revised to clarify that Table 4.8-9 lists all available design features and points potential and is not intended to provide that the Project would implement all of the design features listed; see Section 3.0: Errata, of the Final EIR. Table 4.8-9 in ***Section 4.8: Greenhouse Gas Emissions*** of the Draft EIR has also been updated to include the design features and points value according to the latest version of the CAP screening tables (2022), which is also included in ***Appendix B*** of the Draft EIR. Therefore, no further revisions to the Draft EIR are required.

Response O-1l

The City disagrees with the assertion that achievement of CAP screening points is not possible. MM GHG-1 requires the achievement of 100 points per the CAP screening tables and the incorporation of design features in development plans prior to the issuance of building permits. As shown in Table 4.8-9 of the Final EIR, CAP screening tables provide development projects with design options that could provide a total of 218 possible multi-family residential points and a total of 238 possible warehouse points. Therefore, as discussed in the Draft EIR, consistency with the CAP through achievement of 100 points on the screening tables is both feasible and required. The less than significant impact conclusion is solely

based on the Project's feasible and required achievement of 100 points on the screening tables and not on a quantification of GHG emissions reductions. Therefore, no further revisions to the Draft EIR are required.

Response O-1m

The City disagrees with the assertion that the Draft EIR provides inadequate consistency analysis as to the 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy (2020-2045 RTP/SCS). The consistency analysis in the Draft EIR serves to determine the Project's consistency with the 2020-2045 RTP/SCS and explains, specifically, that the Project is consistent with the 2020-2045 RTP/SCS Goals 5, 6, and 7.

2020-2045 RTP/SCS Goal 5 aims to reduce greenhouse gas (GHG) emissions and improve air quality. The Project is consistent with Goal 5 because the reduction of energy use, improvement of air quality, and promotion of more environmentally sustainable development would be encouraged through the existing and proposed alternative transportation modes, sustainable building and landscaping design techniques, and other best management practices for structures and non-structures. Further, the Project includes the construction of bus turnouts, which would serve future Bus Rapid Transit (BRT) service currently being coordinated by the City of Ontario and regional transit agencies. The future BRT service would target destinations along corridors, including Euclid Avenue on the western boundary of the Project site. The Project would directly support the expansion of transit services in the Project area.

2020-2045 RTP/SCS Goal 6 aims to support healthy and equitable communities. The Project is consistent with Goal 6 as it would be constructed to comply with the current building codes, State and federal requirements, including Green Building Standards.

2020-2045 RTP/SCS Goal 7 aims to adapt to a changing climate and support an integrated regional development pattern and transportation network. The Project is consistent with Goal 7 as it would construct new roads, infrastructure, and buildings to support uses consistent with the 2020-2045 RTP/SCS and consistent with current building codes, State and federal requirements including Green Building Standards. In addition, as discussed in Goal 5, the Project would support the expansion of transit services in the Project vicinity through the construction of bus turnouts to service future BRT services. Therefore, no further revisions to the Draft EIR are required.

Response O-1n

The City disagrees with this assertion in that the Draft EIR does not adequately or accurately analyze the proposed Project in accordance with CEQA Guidelines Environmental Checklist threshold, "For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area."

As discussed in ***Section 4.9: Hazards and Hazardous Materials*** of the Draft EIR, page 4.9-5, the Project site is located approximately 1.2 miles north of the Chino Airport and is approximately 3.7 miles southwest of the Ontario International Airport. Chino Airport is owned and operated by the County of San Bernardino and situated within the incorporated limits of the City of Chino in the southwestern corner of the County

of San Bernardino. Operations at Chino Airport affect lands within Riverside County less than two miles to the east, thus necessitating Riverside County Airport Land Use Commission adoption of a Chino Airport Land Use Compatibility Plan for the portion of the airport influence area lying within Riverside County.[7]

The Project site is within the Chino Airport Influence Area and is within the Zone E compatibility zone, as depicted in Draft EIR Figure 4.9-1: Chino Airport Compatibility Zones. Zone E is categorized as other airport environs and prohibits only hazards to flight. Zone E places no requirements on open land, no limit on residential densities, and discourages major spectator-oriented facilities such as sports stadiums, amphitheaters, and concert halls beneath principal flight tracks. In addition, airspace review is required for objects that exceed 100 feet tall. Zone E requirements align with the Project Specific Plan. Furthermore, the maximum building height for the Project is 45 feet in the Business Park district and 55 feet in the Mixed-Use district and the Project does not require ALUCP review. Additionally, the City disagrees with the assertion that the Project site, including the southern residential portion of the site, is within Safety Zone III, of the Chino Airport Land Use Compatibility Plan. According to The Ontario Plan 2050 (TOP 2050) EIR Figure 5.9-2: Airport Safety Zones, the Project site is not located within a Chino Airport Safety Zone.[8] As discussed in ***Section 4.9: Hazards and Hazardous Materials*** of the Draft EIR, pages 4.9-37 through 4.9-38, the San Bernardino County Chino Airport Comprehensive Land Use Plan identifies the Project site not being within a Safety Zone of the Chino Airport Overlay (Generic Safety Zones for General Aviation Airports from the Caltrans Division of Aeronautics – California Airport Land Use Planning Handbook), further depicted in Draft EIR Figure 4.9-2: Airport Safety Zones that shows the Project site on TOP 2050 EIR Figure 5.9-2. Therefore, as concluded in the Draft EIR, the Project is not anticipated to result in a safety hazard or excessive noise for people residing or working in the Project area. Therefore, no further revisions to the Draft EIR are required.

Response O1-o

The City disagrees with this assertion that the Draft EIR omits discussion and analysis regarding the Project's consistency with other land use plans, policies, or regulations adopted for the purpose of avoiding or mitigating an environmental effect. In particular, the commenter asserts that the Project will have a significant and unavoidable cumulatively considerable impact to air quality and greenhouse gas emissions. As identified within ***Section 4.8: Greenhouse Gas Emissions*** of the Draft EIR, the Project would result in a less than significant impact with mitigation incorporated. As stated in ***Section 4.11: Land Use and Planning*** of the Draft EIR, discussion regarding reduction in greenhouse gas (GHG) emissions can be found in ***Section 4.8: Greenhouse Gas Emissions*** of the Draft EIR, and discussion regarding improvements to air quality can be found in ***Section 4.3: Air Quality*** of the Draft EIR, page 4.11-10.

The reduction of energy use, improvement of air quality, and promotion of more environmentally sustainable development would be encouraged through the existing and proposed alternative transportation modes, sustainable building and landscaping design techniques, and other best management practices for structures and non-structures. In addition, it is anticipated that less emissions would occur due to the mixed-use nature of the Project, which encourages an environment that is

[7] Riverside County Airport Land Use Commission. 2008. https://rcaluc.org/sites/g/files/aldnop421/files/migrated/Portals-13-PDFGeneral-plan-newplan-36--20Vol.-202-20Chino.pdf.

[8] City of Ontario. The Ontario Plan 2050, Figure 5.9-2. Page 5.9-29: Airport Safety Zones. https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/The%20Ontario%20Plann/EIR/Final_DraftSEIR_TOP2050.pdf.

accessible through walkability and other sustainable alternatives. The Project would construct new roads, infrastructure, and buildings to support uses consistent with the 2020-2045 RTP/SCS and consistent with current building codes and state and Federal requirements including CALGreen Code. Additionally, the proposed Project Specific Plan proposes the same land uses as contained in the City's General Plan, The Ontario Plan (TOP) 2050. Furthermore, the Project Specific Plan would promote orderly development to coincide with adjacent land uses. As shown in ***Section 4.11: Land Use and Planning*** of the Draft EIR, Tables 4.11-2 and 4.11-3, the Project embodies the goals and policies in the applicable long-range planning documents. No mitigation is required other than compliance with applicable plans, policies, and programs, including the proposed Project Specific Plan and TOP 2050. Therefore, no further revision to the cumulative projects analyzed in the Draft EIR is required.

Response O-1p

See Response O1-c. The City disagrees with the assertion that the Draft EIR does not provide information regarding the buildout conditions of the City's TOP 2050. The Draft EIR provides cumulative analysis for each focus area in its respective section associated with development and growth in the City and region. Further description of the portion of the Draft EIR referenced in this comment is not necessary. Cumulatively significant effects were individually discussed in each environmental topic area's (***Sections 4.1: Air Quality*** through ***4.17: Utilities and Service Systems*** of the Draft EIR) cumulative Impacts subsection. Further, the cumulative project list was considered to evaluate cumulative impacts per Sections 15130 and 15355 of the State CEQA Guidelines. Therefore, no further revision to the cumulative projects analyzed in the Draft EIR is required.

Response O-1q

Comment noted. The City disagrees with this assertion in that the Draft EIR provides inadequate consistency analysis that focuses on the broad policy-oriented goals of the 2020-2045 RTP/SCS. The Project is consistent with the 2020-2045 RTP/SCS Goals 5, 6, and 7.

2020-2045 RTP/SCS Goal 5 aims to reduce greenhouse gas (GHG) emissions and improve air quality. The Project is consistent with Goal 5 as the reduction of energy use, improvement of air quality, and promotion of more environmentally sustainable development would be encouraged through the existing and proposed alternative transportation modes, sustainable building and landscaping design techniques, and other best management practices for structures and non-structures. Further, the Specific Plan area is within walking distance of the Eucalyptus and Euclid Omnitrans Bus Route 83. Omnitrans Bus Route 83 directly connects the site to the cities of Chino and Upland and to several stops in the City of Ontario, as well as the Chino Transit Center and Ontario Civic Center Transfer Station.

2020-2045 RTP/SCS Goal 6 aims to support healthy and equitable communities. The Project is consistent with Goal 6 as it would be constructed to comply with the current building codes, State and federal requirements, including Green Building Standards.

2020-2045 RTP/SCS Goal 7 to adapt to a changing climate and support an integrated regional development pattern and transportation network. The Project is consistent with Goal 7 as it would construct new roads, infrastructure, and buildings to support uses consistent with the 2020-2045 RTP/SCS and consistent with current building codes, State and federal requirements including Green Building Standards. In addition, as

discussed in Goal 5, the Project would be located within walking distance of public transit, thereby reducing the potential use of vehicles. Therefore, no further revision to the analysis in the Draft EIR is required.

Response O1-r

See Response O1-n. The City disagrees with the assertion that the Draft EIR does not provide an accurate consistency analysis with all land use plans, policies, or regulations adopted for the purpose of avoiding or mitigating an environmental effect, specifically with Policy LU5-7 ALUCP Consistency with Land Use Regulations. As discussed in ***Section 4.9: Hazards and Hazardous Materials*** of the Draft EIR, pages 4.9-37 through 4.9-38, the San Bernardino County Chino Airport Comprehensive Land Use Plan identifies the Project site not being within a Safety Zone of the Chino Airport Overlay (Generic Safety Zones for General Aviation Airports from the Caltrans Division of Aeronautics – California Airport Land Use Planning Handbook), as depicted in Draft EIR Figure 4.9-2: Airport Safety Zones. Therefore, Project implementation is not required to comply with the criteria of the Chino Airport final composite safety zones, and no further revision to the analysis in the Draft EIR is required.

Response O1-s

See Response O1-n. The City disagrees with the assertion that the Draft EIR has not adequately or accurately analyzed the Project's consistency with the San Bernardino County ALUC Chino Airport Compatibility Plan. Additionally, the Project Specific Plan allows for up to 466 residential units and a maximum of 1,676,887 square feet of employment generating land uses within the Project area. The Specific Plan includes future transit stops and near planned transit lines and helps to improve jobs housing balance in the City and the surrounding region with the provision of varied land use alternatives within the Mixed-Use District. Additionally, as discussed in ***Section 4.11: Land Use and Planning*** of the Draft EIR, pages 4.11-9 through 4.11-30, the Specific Plan is consistent with the City TOP 2050, Policy ER4-3, which aims to reduce GHG emissions in accordance with regional, State, and federal regulations. The Project is consistent with TOP 2050 Policy ER4-3 as it would be constructed in accordance with California Green Building Standards Code; including but not limited to, using energy-efficient LED products, choosing roof and paving materials that possess a high level of solar reflectivity, and employing high-performance dual-pane window glazing in office storefronts. As such, the Project would help reduce GHG emissions in accordance with regional, State, and federal regulations and be consistent with TOP 2050 Policy ER4-3. Therefore, no further revisions to the Draft EIR are required.

Response O1-t

The City disagrees with the assertion that the Draft EIR has provided a misleading and inaccurate qualitative analysis of the project's GHG emissions that cannot be feasibly assured to reduce GHG emissions to less than significant levels. As stated in ***Section 4.8: Greenhouse Gas Emissions*** of the Draft EIR, the Project's construction and operational emissions were calculated using the California Emissions Estimator Model version 2022.1 (CalEEMod). Details of the modeling assumptions and emission factors are provided in ***Appendix B1: Air Quality Emissions Model Data*** of the Draft EIR. For construction, CalEEMod calculates emissions from off-road equipment usage and on-road vehicle travel associated with haul, delivery, and construction worker trips. GHG emissions during construction were forecasted based

on the proposed construction schedule and applying the mobile-source and fugitive dust emissions factors derived from CalEEMod. The Project's construction-related GHG emissions would be generated from off-road construction equipment, on-road hauling and vendor (material delivery) trucks, and worker vehicles.

The Project's operations-related GHG emissions would be generated by vehicular traffic, off-road equipment, area sources (e.g., landscaping maintenance, consumer products), electrical generation, natural gas consumption, water supply and wastewater treatment, and solid waste. The increase of traffic over existing conditions as a result of the Project was obtained from the Project's Traffic Analysis Study (see ***Appendix I1: Traffic Analysis***) prepared by Urban Crossroads (January 2023). Project trip generation from the Trip Generation Analysis is based on the following Institute of Transportation Engineers (ITE) land use categories:

- ITE Land Use 130: Industrial Park
- ITE Land Use 150: Warehousing
- ITE Land Use 220: Multifamily Low-Rise Residential
- ITE Land Use 822: Strip Retail
- ITE Land Use 933: Fast-Food Restaurant Without Drive-Through
- ITE Land Use: 934: Fast-Food Restaurant With Drive-Through

The ITE Trip Generation Manual does not contain trip generation rates for truck/trailer parking lots. Therefore, the traffic study developed rates with data from other truck/trailer parking facilities located in the surrounding area, as discussed in ***Appendix I*** of the Draft EIR. Truck mix percentages are based on the SCAQMD Truck Trip Generation Study applied to ITE truck percentages. Other operational emissions from area, energy, and stationary sources were quantified in CalEEMod based on land use activity data, as discussed in ***Appendix B*** and ***Appendix I*** of the Draft EIR.

As concluded in Table 4.8-7 in ***Section 4.8: Greenhouse Gas Emissions*** of the Draft EIR, Project Buildout would generate approximately 36,129 $MTCO_2e$ per year with the implementation of operational air quality MM AQ-2 through MM AQ-6. Since the majority of emissions are from mobile sources and neither the Project Applicant nor the City have regulatory authority to control tailpipe emissions, no feasible mitigation measures exist that would reduce the Project's impacts with respect to mobile operational emissions. While the Project has some control over GHG emissions (refer to MM AQ-2 through MM AQ-6), the majority of emissions are beyond the Project's control. MM GHG-1 would require that the Project incorporate project design features to achieve a minimum score of 100 points on the Screening Tables. As stated in the adopted Community Climate Action Plan (CAP), projects that achieve a minimum score of 100 points are considered less than significant. At the time of this analysis, the Project is in the design phase, where project design features needed to achieve consistency with the Screening Tables are being considered and implemented. A preliminary set of the screening tables has been completed to show that the Project can feasibly achieve 100 points (refer to ***Appendix B*** of the Draft EIR). The City requires that an applicant must complete and submit a final set of screening tables showing the achievement of the required 100 points prior to issuance of the building permit, as required by MM GHG-1. Therefore, with the implementation of MM AQ-2 through MM AQ-6 and MM GHG-1, the Project impact is less than significant.

In addition, the Project would include several sustainable design features as required by MM GHG-1 that would help reduce GHG emissions. Regarding goals for 2050 under Executive Order S-3-05, at this time it is not possible to quantify the emissions savings from future regulatory measures, as they have not yet been developed; nevertheless, it can be anticipated that operation of the proposed Project would benefit from the implementation of current and potential future regulations (e.g., improvements in vehicle emissions, SB 100/renewable electricity portfolio improvements, etc.) enacted to meet an 80 percent reduction below 1990 levels by 2050.

The majority of the GHG reductions from the Scoping Plan would result from continuation of the Cap-and-Trade regulation. AB 398 extends the State's Cap-and-Trade program through 2030 and the Scoping Plan provide a comprehensive plan for the state to achieve its GHG targets through a variety of regulations enacted at the State level. Additional reductions are achieved from electricity sector standards (i.e., utility providers to supply 60 percent renewable electricity by 2030 and 100 percent renewable by 2045), doubling the energy efficiency savings at end uses, additional reductions from the LCFS, implementing the short-lived GHG strategy (e.g., hydrofluorocarbons), and implementing the Mobile Source Strategy and Sustainable Freight Action Plan.

The Project would not obstruct or interfere with efforts to increase zero emission vehicles (ZEVs) or state efforts to improve system efficiency. As discussed above and in ***Section 4.3: Air Quality*** of the Draft EIR, MM AQ-2 through MM AQ-6 would reduce mobile source emissions and would support the State's transition to ZEVs. The Project would also benefit from implementation of the State programs for ZEVs and goods movement efficiencies that reduce future GHG emissions from trucks.

The CAP establishes a city points system that assigns values for each GHG emissions mitigation design element or operational program feature incorporated into a given development project. The CAP Screening Tables point values correspond to the minimum GHG emissions reduction expected from each feature. Projects with features that yield at least 100 Screening Table points are considered consistent with the reduction quantities anticipated in the City's CAP. Such projects would be determined to have a less than significant individual and cumulative GHG emissions impact. As discussed above, both Phase I and Phase II of the Project can feasibly achieve 100 points individually, based on the completion of preliminary Screening Tables (see ***Appendix B*** of the Draft EIR). Achieving 100 points ensures that the Project would not impede California's statewide GHG reduction goals for 2030 and 2050. Therefore, impacts would be less than significant with implementation of mitigation MM AQ-2 through MM AQ-6 and MM GHG-1. Therefore, the Project is consistent with TOP 2050 Policy ER4-6. Therefore, no further revisions to the Draft EIR are required.

Response O1-u

See Response O1-c above. As analyzed in ***Section 4.3: Air Quality*** of the Draft EIR, pages 4.3-35 and 4.3-36, Project construction activities, including TACs from equipment exhaust would not expose sensitive receptors to substantial pollutant concentrations. Project-related TAC impacts during construction would be less than significant with mitigation measures MM AQ-1 through MM AQ-8. MM AQ-1 requires the Project to use "Super-Compliant" low VOC paints; MM AQ-2 requires that all cargo handling equipment used on a daily basis (yard trucks/hostlers, forklifts, etc.) be electric; MM AQ-3 requires the implementation of a TDM program to reduce single occupant vehicle trips and encourage transit;

MM AQ-4 requires the buildings to be designed to accommodate EV infrastructure; MM AQ-5 prohibits idling when engines are not in use; MM AQ-6 prohibits the installation of wood-burning and natural gas devices; MM AQ-7 prohibits refrigerated warehouse space/cold storage; and MM AQ-8 requires the use of Tier 4 construction equipment is required to reduce the cancer risk.

Additionally, incorporating operational MM AQ-2 through MM AQ-5 and MM AQ-7, would reduce potential hazards to be within acceptable limits. MM AQ-2 requires that all cargo handling equipment used on a daily basis (yard trucks/hostlers, forklifts, etc.) be electric; MM AQ-3 requires the implementation of a TDM program to reduce single occupant vehicle trips and encourage transit; MM AQ-4 requires the buildings to be designed to accommodate EV infrastructure; MM AQ-5 prohibits idling when engines are not in use; and MM AQ-7 prohibits refrigerated warehouse space/cold storage. ***Section 4.3: Air Quality*** of the Draft EIR determined that Project construction and operations would not expose sensitive receptors to substantial pollutant concentrations. Construction and operations would not exceed SCAQMD Local Significance Thresholds (LSTs), would not create a carbon monoxide (CO) hotspot, and would not generate concentrations of DPM that would result in carcinogenic, chronic, or acute health risk effects. Therefore, Project impacts would be less than significant. No further revisions to the Draft EIR are required.

Response O1-v

Per CEQA Guidelines Sections 15131 and 15384, CEQA analysis addresses a project's potential impacts on the physical environment; economic or social issues of a project are not treated as significant effects on the environment, or as substantial evidence if they do not contribute to or are not caused by physical impacts on the environment. Additionally, the proposed Project Specific Plan is consistent with the City's TOP 2050, land use and zoning designations, and therefore, a general plan amendment is not required. Therefore, TOP 2050 Policies CE3-1 and CE3-2, which concern economic issues not required to be assessed in the Draft EIR. These policies can be considered by the City Council as part of its policy deliberations concerning the Project. Therefore, no further revisions to the Draft EIR are required.

Response O1-w

The City disagrees with the assertion the Draft EIR does not provide adequate analysis of the application of the City's Development Impact Fee (DIF) program to mitigate deficient level of service (LOS) intersections.

As a preliminary matter, LOS-related impacts are no longer potential environmental impacts under CEQA. TOP 2050 Policy M1-5 Level of Service requires roadways to maintain a peak hour Level of Service (LOS) E or better at all intersections. The Project would comply with the Functional Roadway Classification Plan of the Mobility Element which aims to comply with federal, State, and local design and safety standards, meet the needs of multiple transportation modes and users, and maintain a LOS of E or better at all intersections addressed in the Draft EIR. The Project would be required to comply with the City's DIF program, which helps fund transportation improvements. The City's DIF includes regional improvements to comply with Measure I. As discussed in ***Section 4.15: Transportation and Traffic*** of the Draft EIR, page 4.15-11, if roadway improvements are not included in the DIF program, the Project would be required to provide funding on a fair share basis where appropriate, as determined by the City. The City

shall collect these fees, with the proceeds solely used as part of a funding mechanism aimed at ensuring that regional highways and arterial expansions keep pace with the projected population increases. Therefore, the Project is consistent with TOP 2050 Policy M1-5. Therefore, no further revisions to the Draft EIR are required.

Response O-1x

Comment noted for the record.

Response O1-y

Comment noted. As discussed in ***Section 3.0: Project Description*** of the Draft EIR, the Specific Plan is consistent with the land use and zoning designations within the City's TOP 2050. The existing zoning designation for the site is SP (Specific Plan) Zoning District. The SP District designation requires approval of a specific plan by the City for urban development of the project site. The Euclid Mixed-Use Specific Plan will be the zoning for the Project site, consistent with TOP 2050. Therefore, no further revisions to the Draft EIR are required.

Response O1-z

See Response O-1x above.

Response O1-aa

The City disagrees with the assertion that the Draft EIR has not identified and analyzed the potential impact of developing replacement sites for the net loss in residential capacity for 774 units as a result of adopting the Euclid Mixed Use Specific Plan. As discussed in ***Section 3.0: Project Description*** of the Draft EIR, the City's TOP 2050 designates the Project site for development of Business Park (BP) at 0.6 FAR, and Mixed-Use (MU) at 14.0 to 65.0 du/ac; 1.5 FAR office; 1.0 FAR retail, and includes portions designated for Open Space-Non-Residential (OS-NR). As analyzed within ***Section 4.13: Population and Housing*** of the Draft EIR, the Project would provide 466 high-density residential development which would contribute to the City's RHNA Allocation for the 2021-2029 planning period. The Project site has been identified as a Housing Opportunity Area where residential neighborhoods would be balanced by mixed-use, commercial, and public places and organized around a regional-scale park. The City's housing strategies for this area promote the creation of mixed-income communities in the western Ontario Ranch. The Project would be consistent with the goals and growth projection for the City and the region, which accounts for the 466 planned high-density residential units. While the development of new business associated with Phase I development and the development of new residences associated with Phase II development would directly result in population growth, growth of 1,571 residents would be well within the growth projections assumed for the City and the Southern California Association of Governments (SCAG) region, specifically, 96,900 by 2045 in the City and 674,000 by 2045 in the County (see Table 4.13-2 in ***Section 4.13: Population and Housing*** of the Draft EIR,). The Project Specific Plan proposes the same land uses as contained in the City's TOP 2050. Impacts would be less than significant. No mitigation is required other than compliance with applicable plans, policies, and programs, including the proposed Project Specific Plan and TOP 2050. Therefore, the Project would not result in residential capacity loss. No further revisions to the Draft EIR are required.

Response O1-bb

See Response O-1x above.

Response O1-cc

See Response O-1x above.

Response O1-dd

The City disagrees with the assertion that the Draft EIR has not provided any analysis to demonstrate that adoption of the Euclid Mixed Use Specific Plan will yield 338 affordable units in the income categories specified in the Housing Element. As analyzed within ***Section 4.13: Population and Housing*** of the Draft EIR, the Project would not cause substantial unplanned population growth in the area. The Project would provide 466 high-density residential development which would contribute to the City's Regional Housing Needs Allocation (RHNA) Allocation for the 2021-2029 planning period. The Project site has been identified as a Housing Opportunity Area where residential neighborhoods would be balanced by mixed-use, commercial, and public places and organized around a regional-scale park. The City's housing strategies for this area promote the creation of mixed-income communities in the western Ontario Ranch. The Project would be consistent with the goals and growth projection for the City and the region. While the development of new business associated with Phase I development and the development of new residences associated with Phase II development would directly result in population growth, growth of 1,571 residents would be well within the growth projections assumed for the City and the SCAG region, specifically, 96,900 by 2045 in the City and 674,000 by 2045 in the County (see Table 4.13-2 in ***Section 4.13: Population and Housing*** of the Draft EIR). The Project Specific Plan proposes the same land uses as contained in the City's TOP 2050. Impacts would be less than significant. No mitigation is required other than compliance with applicable plans, policies, and programs, including the proposed Project Specific Plan and TOP 2050. Therefore, no further revisions to the Draft EIR are required.

Response O1-ee

The City disagrees with the assertion that the Draft EIR does not provide a calculation of construction jobs generated by the Project. The Draft EIR determines that the Project would not introduce new population or housing to the Project site as the development would include business park and mixed uses, which would result in jobs for residents in the surrounding area. As stated in ***Section 4.13: Population and Housing*** of the Draft EIR, the construction phase of the development would generate temporary employment opportunities, including short-term design, engineering, and construction jobs. Construction related jobs would not result in a significant population increase because they are expected to be filled by persons within the local economy. The unemployment rate is approximately 4.1 percent within the jurisdictions in the Project vicinity of the Riverside-San Bernardino-Ontario Metropolitan Area as of 2021. Because many of the employment opportunities are expected to be filled by persons within the local economy, it is anticipated that an adequate number of persons are available to fill the employment positions without constructing new residential units. Furthermore, the small percentage of skilled and managerial positions could either be filled by the local economy or by persons outside the local economy.

Therefore, the implementation of the Project would result in less than significant growth inducement impacts in the Project vicinity.

CEQA does not require that an EIR provide estimates on the demographics and geographic location for qualified workers. As discussed in ***Section 4.13: Population and Housing*** of the Draft EIR, page 4.13-10, construction phase of the development would generate temporary employment opportunities, including short-term design, engineering, and construction jobs. The forecast increase in Project employment is within SCAG's forecast employment increase for the City, which is 55,400 jobs and the forecast employment increase for the County of San Bernardino, which is 273,000 by 2045 (see Table 4.13-2 in ***Section 4.13: Population and Housing*** of the Draft EIR). The San Bernardino Council of Governments region is housing rich. The Project would produce more jobs and therefore would support the improvements designated by SCAG in pursuit of an improved jobs-housing-balance for the County. Because the region is housing-rich, it is expected that jobs at the Project site would be drawn from the local and regional labor force. Therefore, no further revisions to the Draft EIR are required.

Response O1-ff

The referenced documents are available for review at the City Planning Department offices.

Response O1-gg

See Response O1-dd above.

Response O1-hh

The City disagrees with the assertion that the Draft EIR "does not provide any cumulative analysis discussion of projects approved since 2016 and projects "in the pipeline" to determine if the project will exceed the employment/population growth forecasts by SCAG and/or the General Plan." As analyzed in ***Section 4.13: Population and Housing*** of the Draft EIR, impacts are analyzed using County projections in SCAG's 2020-2045 RTP/SCS Demographics and Growth Forecast. Development of the Project in conjunction with the related project list in Table 4-1: Related Approved and Pending Projects in ***Section 4.0: Environmental Impact Analysis*** of the Draft EIR, would not result in cumulative wide population and/or housing impacts, as mixed-use business park projects would further improve the jobs-housing balance. This would encourage alignment with objectives set by SCAG's 2020-2045 RTP/SCS as it would increase employment opportunities in an area that is predominantly residential. Furthermore, the Project would be consistent with the goals set forth in TOP 2050 by providing long-term employment opportunities associated with the buildout of the Project. Related projects would be reviewed by the City, and development would be required to be consistent with adopted State and City development standards, regulations, plans, and policies to minimize the effect of the increase in population on physical impacts on the environment. Additionally, the indirect effect of Project employment on housing and population growth in the City has been anticipated in TOP 2050, and therefore in regional housing and population forecasts provided in the 2020-2045 RTP/SCS. As such, the Project would not contribute to cumulatively adverse growth impacts. Upon approval, the Project would improve the jobs-housing balance in the County which is considered a housing-rich area. Therefore, the Project combined with related projects

would not result in cumulatively considerable impacts to population and housing as no substantial new unplanned growth would occur. Therefore, no further revisions to the Draft EIR are required.

Response O1-ii

See Response O1-w above.

Response O1-jj

The City disagrees with the assertion that the VMT analysis has underestimated the proposed projects VMT generation. The VMT analysis was prepared consistent with the City of Ontario's adopted VMT guidelines and thresholds as adopted by City Council in June 2020 (File No.: SB 743 VMT Thresholds). The City's resolution states that SBTAM is the appropriate tool to use when preparing a VMT analysis. As SBTAM was utilized to formulate and establish the City's adopted VMT impact threshold it is appropriate for land use projects follow the methodologies used to establish these thresholds.[9]

In addition, the City disagrees with the assertion that the VMT analysis does not adequately or accurately represent the VMT impacts of the Project. As part of the preparation of the VMT analysis, 1,333 new employees were added to the Project's TAZ to ensure the inclusion of the Project's industrial warehouse uses; therefore, the analysis includes the additional traffic from both passenger cars and trucks associated with the Project's proposed land uses. Furthermore, as noted in the VMT analysis, the City's VMT analysis guidelines require the calculation of total VMT as derived from the SBTAM model's origin/destination (OD) trip matrices. These matrices include internal to internal (II), internal to external (IX), and external to internal (XI) vehicle trips for all vehicle types (i.e., passenger car and commercial vehicles).

Lastly, the truck/trailer component of the Project is anticipated to serve nearby warehouses and distribution facilities that would be seeking to locate overflow truck/trailer storage as close as possible to the primary warehouse or distribution facility. As a result, the trips are expected to be local serving. Therefore, no further revisions to the Draft EIR are required.

Response O1-kk

The City disagrees with the assertion that the Draft EIR has not adequately analyzed the project's potential to substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses; or the project's potential to result in inadequate emergency access. As discussed in ***Section 4.15: Transportation and Traffic*** of the Draft EIR, page 4.15-24, roadway improvements and installation of driveways that would be implemented during construction of the Project would be required to comply with City Municipal Code Section 7-3.07, which requires that prior to any activity that would encroach into a right-of-way, the area be safeguarded through the installation of safety devices that would be specified by the City's Engineering Department during the construction permitting process to ensure that construction activities would not increase hazards. In the conduct of such activity or encroachment, materials, supplies, excavated material, and equipment shall be properly placed, and the permittee shall provide and maintain such safety devices, including, but not limited to, lights, barricades, signs, and guards, as are necessary to protect the public. Additionally, during

[9] Technical Advisory on Evaluating Transportation Impacts in CEQA. 2018. Page 30-31. Retrieved from: https://opr.ca.gov/docs/20180416-743_Technical_Advisory_4.16.18.pdf.

construction and long-term operation of the Project, adequate emergency access for emergency vehicles would be maintained along public streets that abut the Project site. Access roads to the site would be constructed throughout the Project site for construction staff/inspectors, construction equipment and materials delivery/removal, and emergency response vehicles. The access roads would be kept or maintained in such condition to allow for the safe passage for emergency response vehicles. The City, as part of its discretionary review process, reviewed the Project's application materials to ensure that appropriate emergency ingress and egress would be available to-and-from the Project site and that circulation on the Project site was adequate for emergency vehicles.

The City has adopted an Emergency Operations Plan to identify evacuation routes, emergency facilities, and City personnel and equipment available to effectively deal with emergency situations. No revisions to the adopted Emergency Operations Plan would be required as a result of the Project. The Project includes the construction and/or improvement of 17 driveways to and from the Project site from adjacent roadways. Exhibit 1-4 in the Traffic Analysis (***Appendix I1***) illustrates and describes access to the Project site. The Project's proposed circulation and off-site improvements would be constructed accordingly with Recommendations 1 through 16 listed in the Project Traffic Analysis to accommodate on-site access. Additionally, all roadway improvements would be designed consistently with the City's TOP 2050 Mobility Element programs, plans, goals and policies, and City Traffic and Transportation Guidelines, and PPP TR-1 and PPP TR-2. Therefore, direct access to the Project site would not substantially increase hazards due to geometric design features or dangerous intersections and a less than significant impact would occur. Therefore, no further revisions to the Draft EIR are required.

Response O1-ll

See Response O1-kk above.

Response O1-mm

Comment noted. The City disagrees with this assertion. The intent of the Draft EIR is to provide sufficient information on the potential environmental impacts of the Project to allow the City to make an informed decision regarding approval of the Project. The intent and purpose of the Project is to provide zoning regulations for development of the Project site by establishing permitted land use, development standards, infrastructure requirements, and implementation requirements for development. A comprehensive set of design guidelines and development regulations are included to guide and regulate site planning, architectural character, and landscape within the community, ensuring that excellence in community design is achieved during project development. The Draft EIR, as an informational document evaluating the potential environmental impacts of the Project, does not include revisions of the final document. The Specific Plan establishes the procedures and requirements to approve new development within the Project site and does not serve as land entitlement approval for each development project on site. The Project is considered under a Legislative Action Application by the City of Ontario. Any new development within the Specific Plan area would be required to submit a discretionary permit/action application and obtain approval from the City.

Section 3.0: Project Description of the Draft EIR discusses the conceptual grading plan and earthwork analysis. The information provided in ***Section 3.0: Project Description*** of the Draft EIR regarding grading

plan and earthwork analysis are adequate analysis of the contents within the Specific Plan, and no revisions or recirculation of the Draft EIR is required.

Response O1-nn

Comment noted. The City disagrees with the assertion that the Draft EIR has not provided any analysis of the available horizontal and vertical sight distance at the intersection of the project driveways and adjacent streets. As identified in ***Appendix I: Transportation Reports*** of the Draft EIR, sight distance at each project access point shall be reviewed with respect to standard Caltrans and City of Ontario sight distance standards at the time of preparation of final grading, landscape, and street improvement plans. Therefore, no further revisions to the Draft EIR are required.

Response O1-oo

See Response O1-pp, below. Further, the Draft EIR cumulative project list was considered to evaluate cumulative impacts per Sections 15130 and 15355 of the State CEQA Guidelines. The Notice of Preparation (NOP) for the Project was distributed on February 10, 2023. The data available at the time of the preparation of the NOP was the most current at that time. Therefore, no further revisions to the Draft EIR are required.

Response O1-pp

The Draft EIR provides cumulative analysis for each focus area in its respective section. Further description in the portion of the Draft EIR referenced in this comment is not necessary. Cumulatively significant effects were individually discussed in each environmental topic area's (***Sections 4.1: Aesthetics*** through ***4.20: Utilities and Service Systems*** of the Draft EIR) Cumulative Impacts subsection. Therefore, no further revisions to the Draft EIR are required.

Response O1-qq

The City disagrees with the commenter's assertion that the Draft EIR has not adequately discussed or analyzed the commitment of resources relating to consistency with regional and local growth forecasts. Additionally, the commenter asserts that the Project would result in air quality and GHG impacts that exceed with the forecasts of the applicable air quality plans (e.g., AQMP). As discussed in Response O1-I, GHG emissions and impacts were fully analyzed within ***Section 4.8: Greenhouse Gas Emissions*** of the Draft EIR. Based on the discussion therein, the quantitative threshold of 3,000 $MTCO_2e$ threshold raised by the comment is not relevant to Draft EIR's conclusions regarding GHG emissions.

As discussed in Response O1-ee, the forecast increase in Project employment is within SCAG's forecast employment increase for the City of 55,400 and the forecast employment increase for the County of 273,000 by 2045 (see Table 4.13-2 in ***Section 4.13: Population and Housing*** of the Draft EIR). The Project, including the Specific Plan, has been evaluated for its consistency with relevant goals and policies in TOP 2050 and the SCAG's 2020-2045 RTP/SCS. As discussed in ***Section 4.11: Land Use*** of the Draft EIR, pages 4.11-9 through 4.11-30, the Project would not conflict with any land use plan, policy, or regulation. The proposed Project Specific Plan proposes the same land uses as contained in the City's TOP 2050. Furthermore, the Project Specific Plan would promote orderly development to coincide with adjacent land

uses. As shown in ***Section 4.11: Land Use*** of the Draft EIR, Tables 4.11-2 and 4.11-3, the Project embodies the goals and policies in the SCAG adopted the 2020-2045 RTP/SCS and City TOP 2050. No mitigation is required other than compliance with applicable plans, policies and programs, including the proposed Project Specific Plan and TOP 2050. Therefore, the City disagrees with the assertion that the Draft EIR must be revised to ensure that the proposed Project is within the TOP 2050 EIR's analysis.

Cumulative projects could include General Plan amendments and/or zone changes, and modifications to existing land uses. However, such amendments do not necessarily represent an inherent negative effect on the environment, particularly if the proposed changes involve changes in types and intensity of uses, rather than eliminating application of policies that were specifically adopted for the purpose of avoiding or mitigating environmental effects. Past and present cumulative projects do not involve amendments that would eliminate application of policies that were adopted for the purpose of avoiding or mitigating environmental effects. Determining whether any future project might include such amendments and determining the cumulative effects of any such amendments would be speculative since it cannot be known what applications that are not currently filed might request. Thus, it is expected that the land uses of cumulative projects would be consistent with policies that avoid an environmental effect; therefore, cumulatively considerable impacts from cumulative projects related to policy consistency would be less than significant. Therefore, no further revisions to the Draft EIR are required.

Response O1-rr

The City disagrees with the assertion that the Draft EIR does not adequately analyze a 'reasonable range of alternatives. CEQA Guidelines Section 15126.6(a) states: "An EIR shall describe a range of reasonable alternatives to the project, or to the location of the project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project and evaluate the comparative merits of the alternatives. An EIR need not consider every conceivable alternative to a project. Rather it must consider a reasonable range of potentially feasible alternatives that will foster informed decision making and public participation. An EIR is not required to consider alternatives which are infeasible."

Apart from the analysis of the No Project alternative however, there is no ironclad rule governing the nature or scope of the "reasonable range" of other alternatives to be discussed, other than the "rule of reason" (CEQA Guidelines Section 15126.6(a) & (f); see also *Citizens of Goleta Valley v. Board of Supervisors (1990)*; *Laurel Heights Improvement Association v. Regents of the University of California (1988)).*

What constitutes a "reasonable range" of alternatives will vary with the facts of each project and should be guided only by the purpose of offering substantial environmental advantages over the project proposal which may be "feasibly accomplished in a successful manner" considering the economic, environmental, social and technological factors involved (See *Citizens of Goleta Valley v. Board of Supervisors (1990)* (citing Public Resources Code [PRC] Sections 21002, 21061.1; CEQA Guidelines Section 15364)).

An EIR need not consider every conceivable alternative to a project (CEQA Guidelines Section 15126.6(a); *Mount Shasta Bioregional Ecology Center v. County of Siskiyou (2012)*). The alternatives considered may include alternative approaches, sites, or both (CEQA Guidelines Section 15126.6(a)).

Consistent with this rule of reason, it is generally uncommon (though not strictly prohibited) for an EIR to evaluate only the No Project alternative. In such a case, the Lead Agency has the relatively difficult legal burden of establishing that, given the circumstances at hand, no other feasible alternatives could satisfy the project objectives while resulting in fewer environmental impacts than the proposed project (see *Mount Shasta Bioregional Ecology Center v. County of Siskiyou (2012)*).

In consideration of the above, the inclusion of "only two alternatives beyond the required No Project alternative" (page 22 of Comment Letter) does not, itself, constitute an inadequate range of alternatives.

Additionally, the commenter claims that the "No Project/Existing General Plan Alternative" does not represent an actual alternative to the Project as the "No Project/Existing General Plan Alternative" results in the same quantity and type of development as the proposed Project. As described in ***Section 6.0: Alternatives*** of the Draft EIR, page 6-4 and 6-9, the "No Project/Existing General Plan Alternative" is distinct from the "No Project/No Build Alternative" in that, under the "No Project/No Build Alternative," the Project site would not be developed, and no new development would occur. In other words, the existing conditions of the Project site would remain. Accordingly, the "No Project/No Build Alternative" provides a comparison between the environmental impacts of the Project as compared to the current environmental conditions, resulting from not approving or denying the Project. Section 15126.6(e) of the State CEQA Guidelines requires that an EIR evaluate and analyze the impacts of the "No-Project" Alternative. When the project is the revision of an existing land use or regulatory plan, policy or ongoing operation, the no-project alternative is the continuation of the plan, policy, or operation into the future. Therefore, under the "No Project/Existing General Plan Alternative," the current TOP 2050 land uses and zoning would remain in effect. Development in accordance with the existing GTOP 2050 and zoning would occur. The inclusion of both a "No Project/No Build Alternative" and the "No-Project" ("No Project/existing General Plan Alternative") is intended to provide decisionmakers with a reasonable range of alternatives to the Project within the unique parameters of the proposed Project.

In addition, the commenter asserts that the Draft EIR should analyze a "mixed-use project" alternative that "provides affordable housing and local-serving commercial uses that may reduce VMT, GHG emissions, and improve Air Quality." In accordance with CEQA Guidelines Section 15126.6(a), this mixed-use/commercial alternative would not meet the basic project objectives as outlined in ***Section 3.0: Project Description*** of the Draft EIR, page 3-5 and 3-6. Therefore, no further revision to the alternatives analyzed in the Draft EIR is required.

Response O1-ss

The commenter's request for the Draft EIR's recirculation is noted for the record. However, the commenter has raised no substantial or substantiated criticisms of the Draft EIR which would necessitate recirculation. The commenter's request for subsequent public noticing and hearing information is noted for the record. Therefore, no further revision to the analysis in the Draft EIR is required.

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Comment Letter O2 - Mitchell M. Tsai (Western States Regional Council of Carpenters [WSRCC])

P: (626) 314-3821
F: (626) 389-5414
E: info@mitchtsailaw.com

Mitchell M. Tsai
Law Firm

139 South Hudson Avenue
Suite 200
Pasadena, California 91101

VIA E-MAIL

February 5, 2024

Edmelynne V. Hutter
City of Ontario Planning Department
303 East B Street
Ontario, CA 91764
Em: ehutter@ontarioca.gov

RE: Western States Regional Council of Carpenters' Comments Regarding the City of Ontario's Euclid Mixed Use Specific Plan Project Draft Environmental Impact Report (PSP-22-001) (SCH No. 2023020281).

Dear Edmelynne V. Hutter:

On behalf of the Western States Regional Council of Carpenters (WSRCC), this office is submitting these comments ahead of the February 6, 2024, deadline for the City of Ontario's ("City") Euclid Mixed Use Specific Plan (PSP-22-001) project ("Project") Draft Environmental Impact Report (DEIR), which has been prepared as a Program Environmental Impact Report.

The Project proposes the development and operation of up to 290,131 square feet of commercial retail and office uses, 466 residential units, and 1,386,776 square feet of business park uses. The 84.1-acre site is located south of Schaefer Avenue, west of Sultana Avenue, north of Edison Avenue, and east of Euclid Avenue ("Site").

WSRCC is a labor union representing roughly 90,000 union carpenters in 10 states, including California, and has a strong interest in well-ordered land use planning and in addressing the environmental impacts of development projects. Individual members of WSRCC live, work, and recreate in the City and surrounding communities and would be directly affected by the Project's environmental impacts.

WSRCC expressly reserves the right to supplement these comments at or prior to hearings on the Project, and at any later hearing and proceeding related to this Project. Gov. Code, § 65009, subd. (b); Pub. Res. Code, § 21177, subd. (a); see *Bakersfield Citizens for Local Control v. Bakersfield* (2004) 124 Cal.App.4th 1184, 1199-1203; see also

a

Galante Vineyards v. Monterey Water Dist. (1997) 60 Cal.App.4th 1109, 1121.

WSRCC incorporates by reference all comments raising issues regarding the DEIR or any other environmental document or analysis submitted prior to certification of the EIR for the Project. See *Citizens for Clean Energy v. City of Woodland* (2014) 225 Cal.App.4th 173, 191 (finding that any party who has objected to the project's environmental documentation may assert any issue timely raised by other parties).

Moreover, WSRCC requests that the City provide notice for any and all notices referring or related to the Project issued under the California Environmental Quality Act (CEQA) (Pub. Res. Code, § 21000 et seq.), and the California Planning and Zoning Law ("Planning and Zoning Law") (Gov. Code, §§ 65000-65010). California Public Resources Code Sections 21092.2, and 21167(f) and California Government Code Section 65092 require agencies to mail such notices to any person who has filed a written request for them with the clerk of the agency's governing body.

cont.
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I. THE CITY SHOULD INCORPORATE LANGUAGE THAT REQUIRE THE USE OF A LOCAL WORKFORCE TO BENEFIT THE COMMUNITY'S ECONOMIC DEVELOPMENT AND ENVIRONMENT

The City should incorporate language into the proposed Specific Plan requiring residential, commercial and mixed-use developments within the Specific Plan area to be built using local workers who have graduated from a Joint Labor-Management Apprenticeship Program approved by the State of California, have at least as many hours of on-the-job experience in the applicable craft which would be required to graduate from such a state-approved apprenticeship training program, or who are registered apprentices in a state-approved apprenticeship training program.

b

Community benefits such as local hire can also be helpful to reduce environmental impacts and improve the positive economic impact of the Specific Plan. Local hire provisions requiring that a certain percentage of workers reside within 10 miles or less of projects within the Specific Plan area can reduce the length of vendor trips, reduce greenhouse gas emissions, and provide localized economic benefits. As environmental consultants Matt Hagemann and Paul E. Rosenfeld note:

> [A]ny local hire requirement that results in a decreased worker trip length from the default value has the potential to result in a reduction of construction-related GHG emissions, though the significance of the reduction would vary based on the location and urbanization level of the project site.

March 8, 2021 SWAPE Letter to Mitchell M. Tsai re Local Hire Requirements and Considerations for Greenhouse Gas Modeling.

Workforce requirements promote the development of skilled trades that yield sustainable economic development. As the California Workforce Development Board and the University of California, Berkeley Center for Labor Research and Education concluded:

> [L]abor should be considered an investment rather than a cost and investments in growing, diversifying, and upskilling California's workforce can positively affect returns on climate mitigation efforts. In other words, well-trained workers are key to delivering emissions reductions and moving California closer to its climate targets.[1]

cont. b

Furthermore, workforce policies have significant environmental benefits given that they improve an area's jobs-housing balance, decreasing the amount and length of job commutes and the associated greenhouse gas (GHG) emissions. In fact, on May 7, 2021, the South Coast Air Quality Management District found that that the "[u]se of a local state-certified apprenticeship program" can result in air pollutant reductions.[2]

Locating jobs closer to residential areas can have significant environmental benefits. As the California Planning Roundtable noted in 2008:

> People who live and work in the same jurisdiction would be more likely to take transit, walk, or bicycle to work than residents of less balanced communities and their vehicle trips would be shorter. Benefits would include potential reductions in both vehicle miles traveled and vehicle hours traveled.[3]

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[1] California Workforce Development Board (2020) Putting California on the High Road: A Jobs and Climate Action Plan for 2030 at p. ii, *available at* https://laborcenter.berkeley.edu/wp-content/uploads/2020/09/Putting-California-on-the-High-Road.pdf.

[2] South Coast Air Quality Management District (May 7, 2021) Certify Final Environmental Assessment and Adopt Proposed Rule 2305 – Warehouse Indirect Source Rule – Warehouse Actions and Investments to Reduce Emissions Program, and Proposed Rule 316 – Fees for Rule 2305, Submit Rule 2305 for Inclusion Into the SIP, and Approve Supporting Budget Actions, *available at* http://www.aqmd.gov/docs/default-source/Agendas/Governing-Board/2021/2021-May7-027.pdf?sfvrsn=10.

[3] California Planning Roundtable (2008) Deconstructing Jobs-Housing Balance at p. 6, *available at* https://cproundtable.org/static/media/uploads/publications/cpr-jobs-housing.pdf

Moreover, local hire mandates and skill-training are critical facets of a strategy to reduce vehicle miles traveled (VMT). As planning experts Robert Cervero and Michael Duncan have noted, simply placing jobs near housing stock is insufficient to achieve VMT reductions given that the skill requirements of available local jobs must match those held by local residents.[4] Some municipalities have even tied local hire and other workforce policies to local development permits to address transportation issues. Cervero and Duncan note that:

> In nearly built-out Berkeley, CA, the approach to balancing jobs and housing is to create local jobs rather than to develop new housing. The city's First Source program encourages businesses to hire local residents, especially for entry- and intermediate-level jobs, and sponsors vocational training to ensure residents are employment-ready. While the program is voluntary, some 300 businesses have used it to date, placing more than 3,000 city residents in local jobs since it was launched in 1986. When needed, these carrots are matched by sticks, since the city is not shy about negotiating corporate participation in First Source as a condition of approval for development permits.

cont. b

Recently, the State of California verified its commitment towards workforce development through the Affordable Housing and High Road Jobs Act of 2022, otherwise known as Assembly Bill No. 2011 ("**AB2011**"). AB2011 amended the Planning and Zoning Law to allow ministerial, by-right approval for projects being built alongside commercial corridors that meet affordability and labor requirements.

The City should consider utilizing local workforce policies and requirements to benefit the local area economically and to mitigate greenhouse gas, improve air quality, and reduce transportation impacts.

II. THE CITY SHOULD INCORPORATE LANGUAGE IMPOSING TRAINING REQUIREMENTS FOR CONSTRUCTION ACTIVITIES TO PREVENT COMMUNITY SPREAD OF COVID-19 AND OTHER INFECTIOUS DISEASES INTO THE SPECIFIC PLAN.

c

[4] Cervero, Robert and Duncan, Michael (2006) Which Reduces Vehicle Travel More: Jobs-Housing Balance or Retail-Housing Mixing? Journal of the American Planning Association 72 (4), 475-490, 482, *available at* http://reconnectingamerica.org/assets/Uploads/UTCT-825.pdf.

Construction work has been defined as a Lower to High-risk activity for COVID-19 spread by the Occupations Safety and Health Administration. Recently, several construction sites have been identified as sources of community spread of COVID-19.[5]

Western Carpenters recommend that the City adopt additional requirements to mitigate public health risks from various residential, commercial and mixed-use development construction activities. Western Carpenters requests that the City require safe on-site construction work practices as well as training and certification for any construction workers on residential, commercial and mixed-use developments within the Specific Plan area.

In particular, based upon Western Carpenters' experience with safe construction site work practices, Western Carpenters recommends that the City require that while construction activities are being conducted within the Specific Plan area:

cont. C

Construction Site Design:

- The Project Site will be limited to two controlled entry points.
- Entry points will have temperature screening technicians taking temperature readings when the entry point is open.
- The Temperature Screening Site Plan shows details regarding access to the Project Site and Project Site logistics for conducting temperature screening.
- A 48-hour advance notice will be provided to all trades prior to the first day of temperature screening.
- The perimeter fence directly adjacent to the entry points will be clearly marked indicating the appropriate 6-foot social distancing position for when you approach the screening area. Please reference the Apex temperature screening site map for additional details.
- There will be clear signage posted at the project site directing you through temperature screening.

[5] Santa Clara County Public Health (June 12, 2020) COVID-19 CASES AT CONSTRUCTION SITES HIGHLIGHT NEED FOR CONTINUED VIGILANCE IN SECTORS THAT HAVE REOPENED, *available at* https://www.sccgov.org/sites/covid19/Pages/press-release-06-12-2020-cases-at-construction-sites.aspx.

- Provide hand washing stations throughout the construction site.

Testing Procedures:

- The temperature screening being used are non-contact devices.
- Temperature readings will not be recorded.
- Personnel will be screened upon entering the testing center and should only take 1-2 seconds per individual.
- Hard hats, head coverings, sweat, dirt, sunscreen or any other cosmetics must be removed on the forehead before temperature screening.
- Anyone who refuses to submit to a temperature screening or does not answer the health screening questions will be refused access to the Project Site.
- Screening will be performed at both entrances from 5:30 am to 7:30 am.; main gate [ZONE 1] and personnel gate [ZONE 2]
- After 7:30 am only the main gate entrance [ZONE 1] will continue to be used for temperature testing for anybody gaining entry to the project site such as returning personnel, deliveries, and visitors.
- If the digital thermometer displays a temperature reading above 100.0 degrees Fahrenheit, a second reading will be taken to verify an accurate reading.
- If the second reading confirms an elevated temperature, DHS will instruct the individual that he/she will not be allowed to enter the Project Site. DHS will also instruct the individual to promptly notify his/her supervisor and his/her human resources (HR) representative and provide them with a copy of Annex A.

cont.
C

Planning

- Require the development of an Infectious Disease Preparedness and Response Plan that will include basic infection prevention measures (requiring the use of personal protection equipment), policies and procedures for prompt identification and isolation of sick individuals, social distancing (prohibiting gatherings of no more than 10 people including all-hands meetings and all-hands lunches) communication and training and workplace controls that meet standards that may be promulgated by the Center for Disease Control,

Occupational Safety and Health Administration, Cal/OSHA, California Department of Public Health or applicable local public health agencies.[6]

The United Brotherhood of Carpenters and Carpenters International Training Fund has developed COVID-19 Training and Certification to ensure that Carpenter union members and apprentices conduct safe work practices. The City should require that all construction workers undergo COVID-19 Training and Certification before being allowed to conduct construction activities at the Project Site.

Western Carpenters has also developed a rigorous Infection Control Risk Assessment (ICRA) training program to ensure it delivers a workforce that understands how to identify and control infection risks by implementing protocols to protect themselves and all others during renovation and construction projects in healthcare environments.[7]

ICRA protocols are intended to contain pathogens, control airflow, and protect patients during the construction, maintenance, and renovation of healthcare facilities. ICRA protocols prevent cross contamination, minimizing the risk of secondary infections in patients at hospital facilities.

The City should incorporate language requiring the residential developments related to the SP be built using a workforce trained in ICRA protocols.

cont.
C

Sincerely,

Reza Mohamadzadeh
Attorney for Western States
Regional Council of Carpenters

Attached:

[6] *See also* The Center for Construction Research and Training, North America's Building Trades Unions (April 27 2020) NABTU and CPWR COVIC-19 Standards for U.S Constructions Sites, *available at* https://www.cpwr.com/sites/default/files/NABTU_CPWR_Standards_COVID-19.pdf; Los Angeles County Department of Public Works (2020) Guidelines for Construction Sites During COVID-19 Pandemic, *available at* https://dpw.lacounty.gov/building-and-safety/docs/pw_guidelines-construction-sites.pdf.

[7] For details concerning Western Carpenters' ICRA training program, *see* https://icrahealthcare.com/.

March 8, 2021 SWAPE Letter to Mitchell M. Tsai re Local Hire Requirements and Considerations for Greenhouse Gas Modeling (Exhibit A);

Air Quality and GHG Expert Paul Rosenfeld CV (Exhibit B);

Air Quality and GHG Expert Matt Hagemann CV (Exhibit C).

EXHIBIT A

SWAPE Technical Consultation, Data Analysis and Litigation Support for the Environment

2656 29th Street, Suite 201
Santa Monica, CA 90405

Matt Hagemann, P.G, C.Hg.
(949) 887-9013
mhagemann@swape.com

Paul E. Rosenfeld, PhD
(310) 795-2335
prosenfeld@swape.com

March 8, 2021

Mitchell M. Tsai
155 South El Molino, Suite 104
Pasadena, CA 91101

Subject: Local Hire Requirements and Considerations for Greenhouse Gas Modeling

Dear Mr. Tsai,

Soil Water Air Protection Enterprise ("SWAPE") is pleased to provide the following draft technical report explaining the significance of worker trips required for construction of land use development projects with respect to the estimation of greenhouse gas ("GHG") emissions. The report will also discuss the potential for local hire requirements to reduce the length of worker trips, and consequently, reduced or mitigate the potential GHG impacts.

Worker Trips and Greenhouse Gas Calculations

The California Emissions Estimator Model ("CalEEMod") is a "statewide land use emissions computer model designed to provide a uniform platform for government agencies, land use planners, and environmental professionals to quantify potential criteria pollutant and greenhouse gas (GHG) emissions associated with both construction and operations from a variety of land use projects."[1] CalEEMod quantifies construction-related emissions associated with land use projects resulting from off-road construction equipment; on-road mobile equipment associated with workers, vendors, and hauling; fugitive dust associated with grading, demolition, truck loading, and on-road vehicles traveling along paved and unpaved roads; and architectural coating activities; and paving.[2]

The number, length, and vehicle class of worker trips are utilized by CalEEMod to calculate emissions associated with the on-road vehicle trips required to transport workers to and from the Project site during construction.[3]

[1] "California Emissions Estimator Model." CAPCOA, 2017, *available at:* http://www.aqmd.gov/caleemod/home.
[2] "California Emissions Estimator Model." CAPCOA, 2017, *available at:* http://www.aqmd.gov/caleemod/home.
[3] "CalEEMod User's Guide." CAPCOA, November 2017, *available at:* http://www.aqmd.gov/docs/default-source/caleemod/01_user-39-s-guide2016-3-2_15november2017.pdf?sfvrsn=4, p. 34.

Specifically, the number and length of vehicle trips is utilized to estimate the vehicle miles travelled ("VMT") associated with construction. Then, utilizing vehicle-class specific EMFAC 2014 emission factors, CalEEMod calculates the vehicle exhaust, evaporative, and dust emissions resulting from construction-related VMT, including personal vehicles for worker commuting.[4]

Specifically, in order to calculate VMT, CalEEMod multiplies the average daily trip rate by the average overall trip length (see excerpt below):

> "$VMT_d = \Sigma(\text{Average Daily Trip Rate}_i * \text{Average Overall Trip Length}_i)_n$
>
> Where:
>
> n = Number of land uses being modeled."[5]

Furthermore, to calculate the on-road emissions associated with worker trips, CalEEMod utilizes the following equation (see excerpt below):

> "$\text{Emissions}_{pollutant} = VMT * EF_{running,pollutant}$
>
> Where:
>
> $\text{Emissions}_{pollutant}$ = emissions from vehicle running for each pollutant
>
> VMT = vehicle miles traveled
>
> $EF_{running,pollutant}$ = emission factor for running emissions."[6]

Thus, there is a direct relationship between trip length and VMT, as well as a direct relationship between VMT and vehicle running emissions. In other words, when the trip length is increased, the VMT and vehicle running emissions increase as a result. Thus, vehicle running emissions can be reduced by decreasing the average overall trip length, by way of a local hire requirement or otherwise.

Default Worker Trip Parameters and Potential Local Hire Requirements

As previously discussed, the number, length, and vehicle class of worker trips are utilized by CalEEMod to calculate emissions associated with the on-road vehicle trips required to transport workers to and from the Project site during construction.[7] In order to understand how local hire requirements and associated worker trip length reductions impact GHG emissions calculations, it is important to consider the CalEEMod default worker trip parameters. CalEEMod provides recommended default values based on site-specific information, such as land use type, meteorological data, total lot acreage, project type and typical equipment associated with project type. If more specific project information is known, the user can change the default values and input project-specific values, but the California Environmental Quality Act ("CEQA") requires that such changes be justified by substantial evidence.[8] The default number of construction-related worker trips is calculated by multiplying the

[4] "Appendix A Calculation Details for CalEEMod." CAPCOA, October 2017, *available at:* http://www.aqmd.gov/docs/default-source/caleemod/02_appendix-a2016-3-2.pdf?sfvrsn=6, p. 14-15.
[5] "Appendix A Calculation Details for CalEEMod." CAPCOA, October 2017, *available at:* http://www.aqmd.gov/docs/default-source/caleemod/02_appendix-a2016-3-2.pdf?sfvrsn=6, p. 23.
[6] "Appendix A Calculation Details for CalEEMod." CAPCOA, October 2017, *available at:* http://www.aqmd.gov/docs/default-source/caleemod/02_appendix-a2016-3-2.pdf?sfvrsn=6, p. 15.
[7] "CalEEMod User's Guide." CAPCOA, November 2017, *available at:* http://www.aqmd.gov/docs/default-source/caleemod/01_user-39-s-guide2016-3-2_15november2017.pdf?sfvrsn=4, p. 34.
[8] CalEEMod User Guide, *available at:* http://www.caleemod.com/, p. 1, 9.

number of pieces of equipment for all phases by 1.25, with the exception of worker trips required for the building construction and architectural coating phases.[9] Furthermore, the worker trip vehicle class is a 50/25/25 percent mix of light duty autos, light duty truck class 1 and light duty truck class 2, respectively."[10] Finally, the default worker trip length is consistent with the length of the operational home-to-work vehicle trips.[11] The operational home-to-work vehicle trip lengths are:

> "[B]ased on the *location* and *urbanization* selected on the project characteristic screen. These values were *supplied by the air districts or use a default average for the state*. Each district (or county) also assigns trip lengths for urban and rural settings" (emphasis added). [12]

Thus, the default worker trip length is based on the location and urbanization level selected by the User when modeling emissions. The below table shows the CalEEMod default rural and urban worker trip lengths by air basin (see excerpt below and Attachment A).[13]

Worker Trip Length by Air Basin		
Air Basin	**Rural (miles)**	**Urban (miles)**
Great Basin Valleys	16.8	10.8
Lake County	16.8	10.8
Lake Tahoe	16.8	10.8
Mojave Desert	16.8	10.8
Mountain Counties	16.8	10.8
North Central Coast	17.1	12.3
North Coast	16.8	10.8
Northeast Plateau	16.8	10.8
Sacramento Valley	16.8	10.8
Salton Sea	14.6	11
San Diego	16.8	10.8
San Francisco Bay Area	10.8	10.8
San Joaquin Valley	16.8	10.8
South Central Coast	16.8	10.8
South Coast	19.8	14.7
Average	**16.47**	**11.17**
Minimum	**10.80**	**10.80**
Maximum	**19.80**	**14.70**
Range	**9.00**	**3.90**

[9] "CalEEMod User's Guide." CAPCOA, November 2017, *available at:* http://www.aqmd.gov/docs/default-source/caleemod/01_user-39-s-guide2016-3-2_15november2017.pdf?sfvrsn=4, p. 34.
[10] "Appendix A Calculation Details for CalEEMod." CAPCOA, October 2017, *available at:* http://www.aqmd.gov/docs/default-source/caleemod/02_appendix-a2016-3-2.pdf?sfvrsn=6, p. 15.
[11] "Appendix A Calculation Details for CalEEMod." CAPCOA, October 2017, *available at:* http://www.aqmd.gov/docs/default-source/caleemod/02_appendix-a2016-3-2.pdf?sfvrsn=6, p. 14.
[12] "Appendix A Calculation Details for CalEEMod." CAPCOA, October 2017, *available at:* http://www.aqmd.gov/docs/default-source/caleemod/02_appendix-a2016-3-2.pdf?sfvrsn=6, p. 21.
[13] "Appendix D Default Data Tables." CAPCOA, October 2017, *available at:* http://www.aqmd.gov/docs/default-source/caleemod/05_appendix-d2016-3-2.pdf?sfvrsn=4, p. D-84 – D-86.

3

As demonstrated above, default rural worker trip lengths for air basins in California vary from 10.8- to 19.8-miles, with an average of 16.47 miles. Furthermore, default urban worker trip lengths vary from 10.8- to 14.7-miles, with an average of 11.17 miles. Thus, while default worker trip lengths vary by location, default urban worker trip lengths tend to be shorter in length. Based on these trends evident in the CalEEMod default worker trip lengths, we can reasonably assume that the efficacy of a local hire requirement is especially dependent upon the urbanization of the project site, as well as the project location.

Practical Application of a Local Hire Requirement and Associated Impact

To provide an example of the potential impact of a local hire provision on construction-related GHG emissions, we estimated the significance of a local hire provision for the Village South Specific Plan ("Project") located in the City of Claremont ("City"). The Project proposed to construct 1,000 residential units, 100,000-SF of retail space, 45,000-SF of office space, as well as a 50-room hotel, on the 24-acre site. The Project location is classified as Urban and lies within the Los Angeles-South Coast County. As a result, the Project has a default worker trip length of 14.7 miles.[14] In an effort to evaluate the potential for a local hire provision to reduce the Project's construction-related GHG emissions, we prepared an updated model, reducing all worker trip lengths to 10 miles (see Attachment B). Our analysis estimates that if a local hire provision with a 10-mile radius were to be implemented, the GHG emissions associated with Project construction would decrease by approximately 17% (see table below and Attachment C).

Local Hire Provision Net Change	
Without Local Hire Provision	
Total Construction GHG Emissions (MT CO_2e)	3,623
Amortized Construction GHG Emissions (MT CO_2e/year)	120.77
With Local Hire Provision	
Total Construction GHG Emissions (MT CO2e)	3,024
Amortized Construction GHG Emissions (MT CO_2e/year)	100.80
% Decrease in Construction-related GHG Emissions	***17%***

As demonstrated above, by implementing a local hire provision requiring 10 mile worker trip lengths, the Project could reduce potential GHG emissions associated with construction worker trips. More broadly, any local hire requirement that results in a decreased worker trip length from the default value has the potential to result in a reduction of construction-related GHG emissions, though the significance of the reduction would vary based on the location and urbanization level of the project site.

This serves as an example of the potential impacts of local hire requirements on estimated project-level GHG emissions, though it does not indicate that local hire requirements would result in reduced construction-related GHG emission for all projects. As previously described, the significance of a local hire requirement depends on the worker trip length enforced and the default worker trip length for the project's urbanization level and location.

[14] "Appendix D Default Data Tables." CAPCOA, October 2017, *available at:* http://www.aqmd.gov/docs/default-source/caleemod/05_appendix-d2016-3-2.pdf?sfvrsn=4, p. D-85.

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Disclaimer

SWAPE has received limited discovery. Additional information may become available in the future; thus, we retain the right to revise or amend this report when additional information becomes available. Our professional services have been performed using that degree of care and skill ordinarily exercised, under similar circumstances, by reputable environmental consultants practicing in this or similar localities at the time of service. No other warranty, expressed or implied, is made as to the scope of work, work methodologies and protocols, site conditions, analytical testing results, and findings presented. This report reflects efforts which were limited to information that was reasonably accessible at the time of the work, and may contain informational gaps, inconsistencies, or otherwise be incomplete due to the unavailability or uncertainty of information obtained or provided by third parties.

Sincerely,

Matt Hagemann, P.G., C.Hg.

Paul E. Rosenfeld, Ph.D.

Attachment A

Location Type	Location Name	Rural H-W (miles)	Urban H-W (miles)
Air Basin	Great Basin	16.8	10.8
Air Basin	Lake County	16.8	10.8
Air Basin	Lake Tahoe	16.8	10.8
Air Basin	Mojave Desert	16.8	10.8
Air Basin	Mountain	16.8	10.8
Air Basin	North Central	17.1	12.3
Air Basin	North Coast	16.8	10.8
Air Basin	Northeast	16.8	10.8
Air Basin	Sacramento	16.8	10.8
Air Basin	Salton Sea	14.6	11
Air Basin	San Diego	16.8	10.8
Air Basin	San Francisco	10.8	10.8
Air Basin	San Joaquin	16.8	10.8
Air Basin	South Central	16.8	10.8
Air Basin	South Coast	19.8	14.7
Air District	Amador County	16.8	10.8
Air District	Antelope Valley	16.8	10.8
Air District	Bay Area AQMD	10.8	10.8
Air District	Butte County	12.54	12.54
Air District	Calaveras	16.8	10.8
Air District	Colusa County	16.8	10.8
Air District	El Dorado	16.8	10.8
Air District	Feather River	16.8	10.8
Air District	Glenn County	16.8	10.8
Air District	Great Basin	16.8	10.8
Air District	Imperial County	10.2	7.3
Air District	Kern County	16.8	10.8
Air District	Lake County	16.8	10.8
Air District	Lassen County	16.8	10.8
Air District	Mariposa	16.8	10.8
Air District	Mendocino	16.8	10.8
Air District	Modoc County	16.8	10.8
Air District	Mojave Desert	16.8	10.8
Air District	Monterey Bay	16.8	10.8
Air District	North Coast	16.8	10.8
Air District	Northern Sierra	16.8	10.8
Air District	Northern	16.8	10.8
Air District	Placer County	16.8	10.8
Air District	Sacramento	15	10

Air District	San Diego	16.8	10.8
Air District	San Joaquin	16.8	10.8
Air District	San Luis Obispo	13	13
Air District	Santa Barbara	8.3	8.3
Air District	Shasta County	16.8	10.8
Air District	Siskiyou County	16.8	10.8
Air District	South Coast	19.8	14.7
Air District	Tehama County	16.8	10.8
Air District	Tuolumne	16.8	10.8
Air District	Ventura County	16.8	10.8
Air District	Yolo/Solano	15	10
County	Alameda	10.8	10.8
County	Alpine	16.8	10.8
County	Amador	16.8	10.8
County	Butte	12.54	12.54
County	Calaveras	16.8	10.8
County	Colusa	16.8	10.8
County	Contra Costa	10.8	10.8
County	Del Norte	16.8	10.8
County	El Dorado-Lake	16.8	10.8
County	El Dorado-	16.8	10.8
County	Fresno	16.8	10.8
County	Glenn	16.8	10.8
County	Humboldt	16.8	10.8
County	Imperial	10.2	7.3
County	Inyo	16.8	10.8
County	Kern-Mojave	16.8	10.8
County	Kern-San	16.8	10.8
County	Kings	16.8	10.8
County	Lake	16.8	10.8
County	Lassen	16.8	10.8
County	Los Angeles-	16.8	10.8
County	Los Angeles-	19.8	14.7
County	Madera	16.8	10.8
County	Marin	10.8	10.8
County	Mariposa	16.8	10.8
County	Mendocino-	16.8	10.8
County	Mendocino-	16.8	10.8
County	Mendocino-	16.8	10.8
County	Mendocino-	16.8	10.8
County	Merced	16.8	10.8
County	Modoc	16.8	10.8
County	Mono	16.8	10.8
County	Monterey	16.8	10.8
County	Napa	10.8	10.8

County	Nevada	16.8	10.8
County	Orange	19.8	14.7
County	Placer-Lake	16.8	10.8
County	Placer-Mountain	16.8	10.8
County	Placer-	16.8	10.8
County	Plumas	16.8	10.8
County	Riverside-	16.8	10.8
County	Riverside-	19.8	14.7
County	Riverside-Salton	14.6	11
County	Riverside-South	19.8	14.7
County	Sacramento	15	10
County	San Benito	16.8	10.8
County	San Bernardino-	16.8	10.8
County	San Bernardino-	19.8	14.7
County	San Diego	16.8	10.8
County	San Francisco	10.8	10.8
County	San Joaquin	16.8	10.8
County	San Luis Obispo	13	13
County	San Mateo	10.8	10.8
County	Santa Barbara-	8.3	8.3
County	Santa Barbara-	8.3	8.3
County	Santa Clara	10.8	10.8
County	Santa Cruz	16.8	10.8
County	Shasta	16.8	10.8
County	Sierra	16.8	10.8
County	Siskiyou	16.8	10.8
County	Solano-	15	10
County	Solano-San	16.8	10.8
County	Sonoma-North	16.8	10.8
County	Sonoma-San	10.8	10.8
County	Stanislaus	16.8	10.8
County	Sutter	16.8	10.8
County	Tehama	16.8	10.8
County	Trinity	16.8	10.8
County	Tulare	16.8	10.8
County	Tuolumne	16.8	10.8
County	Ventura	16.8	10.8
County	Yolo	15	10
County	Yuba	16.8	10.8
Statewide	Statewide	16.8	10.8

Worker Trip Length by Air Basin		
Air Basin	**Rural (miles)**	**Urban (miles)**
Great Basin Valleys	16.8	10.8
Lake County	16.8	10.8
Lake Tahoe	16.8	10.8
Mojave Desert	16.8	10.8
Mountain Counties	16.8	10.8
North Central Coast	17.1	12.3
North Coast	16.8	10.8
Northeast Plateau	16.8	10.8
Sacramento Valley	16.8	10.8
Salton Sea	14.6	11
San Diego	16.8	10.8
San Francisco Bay Area	10.8	10.8
San Joaquin Valley	16.8	10.8
South Central Coast	16.8	10.8
South Coast	19.8	14.7
Average	**16.47**	**11.17**
Mininum	**10.80**	**10.80**
Maximum	**19.80**	**14.70**
Range	**9.00**	**3.90**

Attachment B

Village South Specific Plan (Proposed)

Los Angeles-South Coast County, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	45.00	1000sqft	1.03	45,000.00	0
High Turnover (Sit Down Restaurant)	36.00	1000sqft	0.83	36,000.00	0
Hotel	50.00	Room	1.67	72,600.00	0
Quality Restaurant	8.00	1000sqft	0.18	8,000.00	0
Apartments Low Rise	25.00	Dwelling Unit	1.56	25,000.00	72
Apartments Mid Rise	975.00	Dwelling Unit	25.66	975,000.00	2789
Regional Shopping Center	56.00	1000sqft	1.29	56,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	33
Climate Zone	9			**Operational Year**	2028
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	702.44	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

1.3 User Entered Comments & Non-Default Data

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

Project Characteristics - Consistent with the DEIR's model.

Land Use - See SWAPE comment regarding residential and retail land uses.

Construction Phase - See SWAPE comment regarding individual construction phase lengths.

Demolition - Consistent with the DEIR's model. See SWAPE comment regarding demolition.

Vehicle Trips - Saturday trips consistent with the DEIR's model. See SWAPE comment regarding weekday and Sunday trips.

Woodstoves - Woodstoves and wood-burning fireplaces consistent with the DEIR's model. See SWAPE comment regarding gas fireplaces.

Energy Use -

Construction Off-road Equipment Mitigation - See SWAPE comment on construction-related mitigation.

Area Mitigation - See SWAPE comment regarding operational mitigation measures.

Water Mitigation - See SWAPE comment regarding operational mitigation measures.

Table Name	Column Name	Default Value	New Value
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	NumberWood	1.25	0.00
tblFireplaces	NumberWood	48.75	0.00
tblVehicleTrips	ST_TR	7.16	6.17
tblVehicleTrips	ST_TR	6.39	3.87
tblVehicleTrips	ST_TR	2.46	1.39
tblVehicleTrips	ST_TR	158.37	79.82
tblVehicleTrips	ST_TR	8.19	3.75
tblVehicleTrips	ST_TR	94.36	63.99
tblVehicleTrips	ST_TR	49.97	10.74
tblVehicleTrips	SU_TR	6.07	6.16
tblVehicleTrips	SU_TR	5.86	4.18
tblVehicleTrips	SU_TR	1.05	0.69
tblVehicleTrips	SU_TR	131.84	78.27

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

tblVehicleTrips	SU_TR	5.95	3.20
tblVehicleTrips	SU_TR	72.16	57.65
tblVehicleTrips	SU_TR	25.24	6.39
tblVehicleTrips	WD_TR	6.59	5.83
tblVehicleTrips	WD_TR	6.65	4.13
tblVehicleTrips	WD_TR	11.03	6.41
tblVehicleTrips	WD_TR	127.15	65.80
tblVehicleTrips	WD_TR	8.17	3.84
tblVehicleTrips	WD_TR	89.95	62.64
tblVehicleTrips	WD_TR	42.70	9.43
tblWoodstoves	NumberCatalytic	1.25	0.00
tblWoodstoves	NumberCatalytic	48.75	0.00
tblWoodstoves	NumberNoncatalytic	1.25	0.00
tblWoodstoves	NumberNoncatalytic	48.75	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00

2.0 Emissions Summary

2.1 Overall Construction

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2021	0.1713	1.8242	1.1662	2.4000e-003	0.4169	0.0817	0.4986	0.1795	0.0754	0.2549	0.0000	213.1969	213.1969	0.0601	0.0000	214.6993
2022	0.6904	4.1142	6.1625	0.0189	1.3058	0.1201	1.4259	0.3460	0.1128	0.4588	0.0000	1,721.6826	1,721.6826	0.1294	0.0000	1,724.9187
2023	0.6148	3.3649	5.6747	0.0178	1.1963	0.0996	1.2959	0.3203	0.0935	0.4138	0.0000	1,627.5295	1,627.5295	0.1185	0.0000	1,630.4925
2024	4.1619	0.1335	0.2810	5.9000e-004	0.0325	6.4700e-003	0.0390	8.6300e-003	6.0400e-003	0.0147	0.0000	52.9078	52.9078	8.0200e-003	0.0000	53.1082
Maximum	**4.1619**	**4.1142**	**6.1625**	**0.0189**	**1.3058**	**0.1201**	**1.4259**	**0.3460**	**0.1128**	**0.4588**	**0.0000**	**1,721.6826**	**1,721.6826**	**0.1294**	**0.0000**	**1,724.9187**

2.1 Overall Construction

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2021	0.1713	1.8242	1.1662	2.4000e-003	0.4169	0.0817	0.4986	0.1795	0.0754	0.2549	0.0000	213.1967	213.1967	0.0601	0.0000	214.6991
2022	0.6904	4.1142	6.1625	0.0189	1.3058	0.1201	1.4259	0.3460	0.1128	0.4588	0.0000	1,721.6823	1,721.6823	0.1294	0.0000	1,724.9183
2023	0.6148	3.3648	5.6747	0.0178	1.1963	0.0996	1.2959	0.3203	0.0935	0.4138	0.0000	1,627.5291	1,627.5291	0.1185	0.0000	1,630.4921
2024	4.1619	0.1335	0.2810	5.9000e-004	0.0325	6.4700e-003	0.0390	8.6300e-003	6.0400e-003	0.0147	0.0000	52.9077	52.9077	8.0200e-003	0.0000	53.1082
Maximum	**4.1619**	**4.1142**	**6.1625**	**0.0189**	**1.3058**	**0.1201**	**1.4259**	**0.3460**	**0.1128**	**0.4588**	**0.0000**	**1,721.6823**	**1,721.6823**	**0.1294**	**0.0000**	**1,724.9183**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	9-1-2021	11-30-2021	1.4103	1.4103
2	12-1-2021	2-28-2022	1.3613	1.3613
3	3-1-2022	5-31-2022	1.1985	1.1985
4	6-1-2022	8-31-2022	1.1921	1.1921
5	9-1-2022	11-30-2022	1.1918	1.1918
6	12-1-2022	2-28-2023	1.0774	1.0774
7	3-1-2023	5-31-2023	1.0320	1.0320
8	6-1-2023	8-31-2023	1.0260	1.0260

9	9-1-2023	11-30-2023	1.0265	1.0265
10	12-1-2023	2-29-2024	2.8857	2.8857
11	3-1-2024	5-31-2024	1.6207	1.6207
		Highest	2.8857	2.8857

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	5.1437	0.2950	10.3804	1.6700e-003		0.0714	0.0714		0.0714	0.0714	0.0000	220.9670	220.9670	0.0201	3.7400e-003	222.5835
Energy	0.1398	1.2312	0.7770	7.6200e-003		0.0966	0.0966		0.0966	0.0966	0.0000	3,896.0732	3,896.0732	0.1303	0.0468	3,913.2833
Mobile	1.5857	7.9962	19.1834	0.0821	7.7979	0.0580	7.8559	2.0895	0.0539	2.1434	0.0000	7,620.4986	7,620.4986	0.3407	0.0000	7,629.0162
Waste						0.0000	0.0000		0.0000	0.0000	207.8079	0.0000	207.8079	12.2811	0.0000	514.8354
Water						0.0000	0.0000		0.0000	0.0000	29.1632	556.6420	585.8052	3.0183	0.0755	683.7567
Total	**6.8692**	**9.5223**	**30.3407**	**0.0914**	**7.7979**	**0.2260**	**8.0240**	**2.0895**	**0.2219**	**2.3114**	**236.9712**	**12,294.1807**	**12,531.1519**	**15.7904**	**0.1260**	**12,963.4751**

2.2 Overall Operational

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	5.1437	0.2950	10.3804	1.6700e-003		0.0714	0.0714		0.0714	0.0714	0.0000	220.9670	220.9670	0.0201	3.7400e-003	222.5835
Energy	0.1398	1.2312	0.7770	7.6200e-003		0.0966	0.0966		0.0966	0.0966	0.0000	3,896.0732	3,896.0732	0.1303	0.0468	3,913.2833
Mobile	1.5857	7.9962	19.1834	0.0821	7.7979	0.0580	7.8559	2.0895	0.0539	2.1434	0.0000	7,620.4986	7,620.4986	0.3407	0.0000	7,629.0162
Waste						0.0000	0.0000		0.0000	0.0000	207.8079	0.0000	207.8079	12.2811	0.0000	514.8354
Water						0.0000	0.0000		0.0000	0.0000	29.1632	556.6420	585.8052	3.0183	0.0755	683.7567
Total	**6.8692**	**9.5223**	**30.3407**	**0.0914**	**7.7979**	**0.2260**	**8.0240**	**2.0895**	**0.2219**	**2.3114**	**236.9712**	**12,294.1807**	**12,531.1519**	**15.7904**	**0.1260**	**12,963.4751**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

3.0 Construction Detail

Construction Phase

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	9/1/2021	10/12/2021	5	30	
2	Site Preparation	Site Preparation	10/13/2021	11/9/2021	5	20	
3	Grading	Grading	11/10/2021	1/11/2022	5	45	
4	Building Construction	Building Construction	1/12/2022	12/12/2023	5	500	
5	Paving	Paving	12/13/2023	1/30/2024	5	35	
6	Architectural Coating	Architectural Coating	1/31/2024	3/19/2024	5	35	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 112.5

Acres of Paving: 0

Residential Indoor: 2,025,000; Residential Outdoor: 675,000; Non-Residential Indoor: 326,400; Non-Residential Outdoor: 108,800; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Excavators	3	8.00	158	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Excavators	2	8.00	158	0.38
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Scrapers	2	8.00	367	0.48
Grading	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	458.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	801.00	143.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	160.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0496	0.0000	0.0496	7.5100e-003	0.0000	7.5100e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0475	0.4716	0.3235	5.8000e-004		0.0233	0.0233		0.0216	0.0216	0.0000	51.0012	51.0012	0.0144	0.0000	51.3601
Total	**0.0475**	**0.4716**	**0.3235**	**5.8000e-004**	**0.0496**	**0.0233**	**0.0729**	**7.5100e-003**	**0.0216**	**0.0291**	**0.0000**	**51.0012**	**51.0012**	**0.0144**	**0.0000**	**51.3601**

3.2 Demolition - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.9300e-003	0.0634	0.0148	1.8000e-004	3.9400e-003	1.9000e-004	4.1300e-003	1.0800e-003	1.8000e-004	1.2600e-003	0.0000	17.4566	17.4566	1.2100e-003	0.0000	17.4869
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	9.7000e-004	7.5000e-004	8.5100e-003	2.0000e-005	2.4700e-003	2.0000e-005	2.4900e-003	6.5000e-004	2.0000e-005	6.7000e-004	0.0000	2.2251	2.2251	7.0000e-005	0.0000	2.2267
Total	**2.9000e-003**	**0.0641**	**0.0233**	**2.0000e-004**	**6.4100e-003**	**2.1000e-004**	**6.6200e-003**	**1.7300e-003**	**2.0000e-004**	**1.9300e-003**	**0.0000**	**19.6816**	**19.6816**	**1.2800e-003**	**0.0000**	**19.7136**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0496	0.0000	0.0496	7.5100e-003	0.0000	7.5100e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0475	0.4716	0.3235	5.8000e-004		0.0233	0.0233		0.0216	0.0216	0.0000	51.0011	51.0011	0.0144	0.0000	51.3600
Total	**0.0475**	**0.4716**	**0.3235**	**5.8000e-004**	**0.0496**	**0.0233**	**0.0729**	**7.5100e-003**	**0.0216**	**0.0291**	**0.0000**	**51.0011**	**51.0011**	**0.0144**	**0.0000**	**51.3600**

3.2 Demolition - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.9300e-003	0.0634	0.0148	1.8000e-004	3.9400e-003	1.9000e-004	4.1300e-003	1.0800e-003	1.8000e-004	1.2600e-003	0.0000	17.4566	17.4566	1.2100e-003	0.0000	17.4869
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	9.7000e-004	7.5000e-004	8.5100e-003	2.0000e-005	2.4700e-003	2.0000e-005	2.4900e-003	6.5000e-004	2.0000e-005	6.7000e-004	0.0000	2.2251	2.2251	7.0000e-005	0.0000	2.2267
Total	**2.9000e-003**	**0.0641**	**0.0233**	**2.0000e-004**	**6.4100e-003**	**2.1000e-004**	**6.6200e-003**	**1.7300e-003**	**2.0000e-004**	**1.9300e-003**	**0.0000**	**19.6816**	**19.6816**	**1.2800e-003**	**0.0000**	**19.7136**

3.3 Site Preparation - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1807	0.0000	0.1807	0.0993	0.0000	0.0993	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0389	0.4050	0.2115	3.8000e-004		0.0204	0.0204		0.0188	0.0188	0.0000	33.4357	33.4357	0.0108	0.0000	33.7061
Total	**0.0389**	**0.4050**	**0.2115**	**3.8000e-004**	**0.1807**	**0.0204**	**0.2011**	**0.0993**	**0.0188**	**0.1181**	**0.0000**	**33.4357**	**33.4357**	**0.0108**	**0.0000**	**33.7061**

3.3 Site Preparation - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	7.7000e-004	6.0000e-004	6.8100e-003	2.0000e-005	1.9700e-003	2.0000e-005	1.9900e-003	5.2000e-004	1.0000e-005	5.4000e-004	0.0000	1.7801	1.7801	5.0000e-005	0.0000	1.7814
Total	**7.7000e-004**	**6.0000e-004**	**6.8100e-003**	**2.0000e-005**	**1.9700e-003**	**2.0000e-005**	**1.9900e-003**	**5.2000e-004**	**1.0000e-005**	**5.4000e-004**	**0.0000**	**1.7801**	**1.7801**	**5.0000e-005**	**0.0000**	**1.7814**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1807	0.0000	0.1807	0.0993	0.0000	0.0993	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0389	0.4050	0.2115	3.8000e-004		0.0204	0.0204		0.0188	0.0188	0.0000	33.4357	33.4357	0.0108	0.0000	33.7060
Total	**0.0389**	**0.4050**	**0.2115**	**3.8000e-004**	**0.1807**	**0.0204**	**0.2011**	**0.0993**	**0.0188**	**0.1181**	**0.0000**	**33.4357**	**33.4357**	**0.0108**	**0.0000**	**33.7060**

3.3 Site Preparation - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	7.7000e-004	6.0000e-004	6.8100e-003	2.0000e-005	1.9700e-003	2.0000e-005	1.9900e-003	5.2000e-004	1.0000e-005	5.4000e-004	0.0000	1.7801	1.7801	5.0000e-005	0.0000	1.7814
Total	**7.7000e-004**	**6.0000e-004**	**6.8100e-003**	**2.0000e-005**	**1.9700e-003**	**2.0000e-005**	**1.9900e-003**	**5.2000e-004**	**1.0000e-005**	**5.4000e-004**	**0.0000**	**1.7801**	**1.7801**	**5.0000e-005**	**0.0000**	**1.7814**

3.4 Grading - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1741	0.0000	0.1741	0.0693	0.0000	0.0693	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0796	0.8816	0.5867	1.1800e-003		0.0377	0.0377		0.0347	0.0347	0.0000	103.5405	103.5405	0.0335	0.0000	104.3776
Total	**0.0796**	**0.8816**	**0.5867**	**1.1800e-003**	**0.1741**	**0.0377**	**0.2118**	**0.0693**	**0.0347**	**0.1040**	**0.0000**	**103.5405**	**103.5405**	**0.0335**	**0.0000**	**104.3776**

3.4 Grading - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.6400e-003	1.2700e-003	0.0144	4.0000e-005	4.1600e-003	3.0000e-005	4.2000e-003	1.1100e-003	3.0000e-005	1.1400e-003	0.0000	3.7579	3.7579	1.1000e-004	0.0000	3.7607
Total	**1.6400e-003**	**1.2700e-003**	**0.0144**	**4.0000e-005**	**4.1600e-003**	**3.0000e-005**	**4.2000e-003**	**1.1100e-003**	**3.0000e-005**	**1.1400e-003**	**0.0000**	**3.7579**	**3.7579**	**1.1000e-004**	**0.0000**	**3.7607**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1741	0.0000	0.1741	0.0693	0.0000	0.0693	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0796	0.8816	0.5867	1.1800e-003		0.0377	0.0377		0.0347	0.0347	0.0000	103.5403	103.5403	0.0335	0.0000	104.3775
Total	**0.0796**	**0.8816**	**0.5867**	**1.1800e-003**	**0.1741**	**0.0377**	**0.2118**	**0.0693**	**0.0347**	**0.1040**	**0.0000**	**103.5403**	**103.5403**	**0.0335**	**0.0000**	**104.3775**

3.4 Grading - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.6400e-003	1.2700e-003	0.0144	4.0000e-005	4.1600e-003	3.0000e-005	4.2000e-003	1.1100e-003	3.0000e-005	1.1400e-003	0.0000	3.7579	3.7579	1.1000e-004	0.0000	3.7607
Total	**1.6400e-003**	**1.2700e-003**	**0.0144**	**4.0000e-005**	**4.1600e-003**	**3.0000e-005**	**4.2000e-003**	**1.1100e-003**	**3.0000e-005**	**1.1400e-003**	**0.0000**	**3.7579**	**3.7579**	**1.1000e-004**	**0.0000**	**3.7607**

3.4 Grading - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0807	0.0000	0.0807	0.0180	0.0000	0.0180	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0127	0.1360	0.1017	2.2000e-004		5.7200e-003	5.7200e-003		5.2600e-003	5.2600e-003	0.0000	19.0871	19.0871	6.1700e-003	0.0000	19.2414
Total	**0.0127**	**0.1360**	**0.1017**	**2.2000e-004**	**0.0807**	**5.7200e-003**	**0.0865**	**0.0180**	**5.2600e-003**	**0.0233**	**0.0000**	**19.0871**	**19.0871**	**6.1700e-003**	**0.0000**	**19.2414**

3.4 Grading - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.8000e-004	2.1000e-004	2.4400e-003	1.0000e-005	7.7000e-004	1.0000e-005	7.7000e-004	2.0000e-004	1.0000e-005	2.1000e-004	0.0000	0.6679	0.6679	2.0000e-005	0.0000	0.6684
Total	**2.8000e-004**	**2.1000e-004**	**2.4400e-003**	**1.0000e-005**	**7.7000e-004**	**1.0000e-005**	**7.7000e-004**	**2.0000e-004**	**1.0000e-005**	**2.1000e-004**	**0.0000**	**0.6679**	**0.6679**	**2.0000e-005**	**0.0000**	**0.6684**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0807	0.0000	0.0807	0.0180	0.0000	0.0180	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0127	0.1360	0.1017	2.2000e-004		5.7200e-003	5.7200e-003		5.2600e-003	5.2600e-003	0.0000	19.0871	19.0871	6.1700e-003	0.0000	19.2414
Total	**0.0127**	**0.1360**	**0.1017**	**2.2000e-004**	**0.0807**	**5.7200e-003**	**0.0865**	**0.0180**	**5.2600e-003**	**0.0233**	**0.0000**	**19.0871**	**19.0871**	**6.1700e-003**	**0.0000**	**19.2414**

3.4 Grading - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.8000e-004	2.1000e-004	2.4400e-003	1.0000e-005	7.7000e-004	1.0000e-005	7.7000e-004	2.0000e-004	1.0000e-005	2.1000e-004	0.0000	0.6679	0.6679	2.0000e-005	0.0000	0.6684
Total	**2.8000e-004**	**2.1000e-004**	**2.4400e-003**	**1.0000e-005**	**7.7000e-004**	**1.0000e-005**	**7.7000e-004**	**2.0000e-004**	**1.0000e-005**	**2.1000e-004**	**0.0000**	**0.6679**	**0.6679**	**2.0000e-005**	**0.0000**	**0.6684**

3.5 Building Construction - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.2158	1.9754	2.0700	3.4100e-003		0.1023	0.1023		0.0963	0.0963	0.0000	293.1324	293.1324	0.0702	0.0000	294.8881
Total	**0.2158**	**1.9754**	**2.0700**	**3.4100e-003**		**0.1023**	**0.1023**		**0.0963**	**0.0963**	**0.0000**	**293.1324**	**293.1324**	**0.0702**	**0.0000**	**294.8881**

3.5 Building Construction - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0527	1.6961	0.4580	4.5500e-003	0.1140	3.1800e-003	0.1171	0.0329	3.0400e-003	0.0359	0.0000	441.9835	441.9835	0.0264	0.0000	442.6435
Worker	0.4088	0.3066	3.5305	0.0107	1.1103	8.8700e-003	1.1192	0.2949	8.1700e-003	0.3031	0.0000	966.8117	966.8117	0.0266	0.0000	967.4773
Total	**0.4616**	**2.0027**	**3.9885**	**0.0152**	**1.2243**	**0.0121**	**1.2363**	**0.3278**	**0.0112**	**0.3390**	**0.0000**	**1,408.7952**	**1,408.7952**	**0.0530**	**0.0000**	**1,410.1208**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.2158	1.9754	2.0700	3.4100e-003		0.1023	0.1023		0.0963	0.0963	0.0000	293.1321	293.1321	0.0702	0.0000	294.8877
Total	**0.2158**	**1.9754**	**2.0700**	**3.4100e-003**		**0.1023**	**0.1023**		**0.0963**	**0.0963**	**0.0000**	**293.1321**	**293.1321**	**0.0702**	**0.0000**	**294.8877**

3.5 Building Construction - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0527	1.6961	0.4580	4.5500e-003	0.1140	3.1800e-003	0.1171	0.0329	3.0400e-003	0.0359	0.0000	441.9835	441.9835	0.0264	0.0000	442.6435
Worker	0.4088	0.3066	3.5305	0.0107	1.1103	8.8700e-003	1.1192	0.2949	8.1700e-003	0.3031	0.0000	966.8117	966.8117	0.0266	0.0000	967.4773
Total	**0.4616**	**2.0027**	**3.9885**	**0.0152**	**1.2243**	**0.0121**	**1.2363**	**0.3278**	**0.0112**	**0.3390**	**0.0000**	**1,408.7952**	**1,408.7952**	**0.0530**	**0.0000**	**1,410.1208**

3.5 Building Construction - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1942	1.7765	2.0061	3.3300e-003		0.0864	0.0864		0.0813	0.0813	0.0000	286.2789	286.2789	0.0681	0.0000	287.9814
Total	**0.1942**	**1.7765**	**2.0061**	**3.3300e-003**		**0.0864**	**0.0864**		**0.0813**	**0.0813**	**0.0000**	**286.2789**	**286.2789**	**0.0681**	**0.0000**	**287.9814**

3.5 Building Construction - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0382	1.2511	0.4011	4.3000e-003	0.1113	1.4600e-003	0.1127	0.0321	1.4000e-003	0.0335	0.0000	417.9930	417.9930	0.0228	0.0000	418.5624
Worker	0.3753	0.2708	3.1696	0.0101	1.0840	8.4100e-003	1.0924	0.2879	7.7400e-003	0.2957	0.0000	909.3439	909.3439	0.0234	0.0000	909.9291
Total	**0.4135**	**1.5218**	**3.5707**	**0.0144**	**1.1953**	**9.8700e-003**	**1.2051**	**0.3200**	**9.1400e-003**	**0.3292**	**0.0000**	**1,327.3369**	**1,327.3369**	**0.0462**	**0.0000**	**1,328.4916**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1942	1.7765	2.0061	3.3300e-003		0.0864	0.0864		0.0813	0.0813	0.0000	286.2785	286.2785	0.0681	0.0000	287.9811
Total	**0.1942**	**1.7765**	**2.0061**	**3.3300e-003**		**0.0864**	**0.0864**		**0.0813**	**0.0813**	**0.0000**	**286.2785**	**286.2785**	**0.0681**	**0.0000**	**287.9811**

3.5 Building Construction - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0382	1.2511	0.4011	4.3000e-003	0.1113	1.4600e-003	0.1127	0.0321	1.4000e-003	0.0335	0.0000	417.9930	417.9930	0.0228	0.0000	418.5624
Worker	0.3753	0.2708	3.1696	0.0101	1.0840	8.4100e-003	1.0924	0.2879	7.7400e-003	0.2957	0.0000	909.3439	909.3439	0.0234	0.0000	909.9291
Total	**0.4135**	**1.5218**	**3.5707**	**0.0144**	**1.1953**	**9.8700e-003**	**1.2051**	**0.3200**	**9.1400e-003**	**0.3292**	**0.0000**	**1,327.3369**	**1,327.3369**	**0.0462**	**0.0000**	**1,328.4916**

3.6 Paving - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	6.7100e-003	0.0663	0.0948	1.5000e-004		3.3200e-003	3.3200e-003		3.0500e-003	3.0500e-003	0.0000	13.0175	13.0175	4.2100e-003	0.0000	13.1227
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**6.7100e-003**	**0.0663**	**0.0948**	**1.5000e-004**		**3.3200e-003**	**3.3200e-003**		**3.0500e-003**	**3.0500e-003**	**0.0000**	**13.0175**	**13.0175**	**4.2100e-003**	**0.0000**	**13.1227**

3.6 Paving - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	3.7000e-004	2.7000e-004	3.1200e-003	1.0000e-005	1.0700e-003	1.0000e-005	1.0800e-003	2.8000e-004	1.0000e-005	2.9000e-004	0.0000	0.8963	0.8963	2.0000e-005	0.0000	0.8968
Total	**3.7000e-004**	**2.7000e-004**	**3.1200e-003**	**1.0000e-005**	**1.0700e-003**	**1.0000e-005**	**1.0800e-003**	**2.8000e-004**	**1.0000e-005**	**2.9000e-004**	**0.0000**	**0.8963**	**0.8963**	**2.0000e-005**	**0.0000**	**0.8968**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	6.7100e-003	0.0663	0.0948	1.5000e-004		3.3200e-003	3.3200e-003		3.0500e-003	3.0500e-003	0.0000	13.0175	13.0175	4.2100e-003	0.0000	13.1227
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**6.7100e-003**	**0.0663**	**0.0948**	**1.5000e-004**		**3.3200e-003**	**3.3200e-003**		**3.0500e-003**	**3.0500e-003**	**0.0000**	**13.0175**	**13.0175**	**4.2100e-003**	**0.0000**	**13.1227**

3.6 Paving - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	3.7000e-004	2.7000e-004	3.1200e-003	1.0000e-005	1.0700e-003	1.0000e-005	1.0800e-003	2.8000e-004	1.0000e-005	2.9000e-004	0.0000	0.8963	0.8963	2.0000e-005	0.0000	0.8968
Total	**3.7000e-004**	**2.7000e-004**	**3.1200e-003**	**1.0000e-005**	**1.0700e-003**	**1.0000e-005**	**1.0800e-003**	**2.8000e-004**	**1.0000e-005**	**2.9000e-004**	**0.0000**	**0.8963**	**0.8963**	**2.0000e-005**	**0.0000**	**0.8968**

3.6 Paving - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0109	0.1048	0.1609	2.5000e-004		5.1500e-003	5.1500e-003		4.7400e-003	4.7400e-003	0.0000	22.0292	22.0292	7.1200e-003	0.0000	22.2073
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0109**	**0.1048**	**0.1609**	**2.5000e-004**		**5.1500e-003**	**5.1500e-003**		**4.7400e-003**	**4.7400e-003**	**0.0000**	**22.0292**	**22.0292**	**7.1200e-003**	**0.0000**	**22.2073**

3.6 Paving - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.9000e-004	4.1000e-004	4.9200e-003	2.0000e-005	1.8100e-003	1.0000e-005	1.8200e-003	4.8000e-004	1.0000e-005	4.9000e-004	0.0000	1.4697	1.4697	4.0000e-005	0.0000	1.4706
Total	**5.9000e-004**	**4.1000e-004**	**4.9200e-003**	**2.0000e-005**	**1.8100e-003**	**1.0000e-005**	**1.8200e-003**	**4.8000e-004**	**1.0000e-005**	**4.9000e-004**	**0.0000**	**1.4697**	**1.4697**	**4.0000e-005**	**0.0000**	**1.4706**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0109	0.1048	0.1609	2.5000e-004		5.1500e-003	5.1500e-003		4.7400e-003	4.7400e-003	0.0000	22.0292	22.0292	7.1200e-003	0.0000	22.2073
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0109**	**0.1048**	**0.1609**	**2.5000e-004**		**5.1500e-003**	**5.1500e-003**		**4.7400e-003**	**4.7400e-003**	**0.0000**	**22.0292**	**22.0292**	**7.1200e-003**	**0.0000**	**22.2073**

3.6 Paving - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.9000e-004	4.1000e-004	4.9200e-003	2.0000e-005	1.8100e-003	1.0000e-005	1.8200e-003	4.8000e-004	1.0000e-005	4.9000e-004	0.0000	1.4697	1.4697	4.0000e-005	0.0000	1.4706
Total	**5.9000e-004**	**4.1000e-004**	**4.9200e-003**	**2.0000e-005**	**1.8100e-003**	**1.0000e-005**	**1.8200e-003**	**4.8000e-004**	**1.0000e-005**	**4.9000e-004**	**0.0000**	**1.4697**	**1.4697**	**4.0000e-005**	**0.0000**	**1.4706**

3.7 Architectural Coating - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	4.1372					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	3.1600e-003	0.0213	0.0317	5.0000e-005		1.0700e-003	1.0700e-003		1.0700e-003	1.0700e-003	0.0000	4.4682	4.4682	2.5000e-004	0.0000	4.4745
Total	**4.1404**	**0.0213**	**0.0317**	**5.0000e-005**		**1.0700e-003**	**1.0700e-003**		**1.0700e-003**	**1.0700e-003**	**0.0000**	**4.4682**	**4.4682**	**2.5000e-004**	**0.0000**	**4.4745**

3.7 Architectural Coating - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0101	6.9900e-003	0.0835	2.8000e-004	0.0307	2.3000e-004	0.0309	8.1500e-003	2.2000e-004	8.3700e-003	0.0000	24.9407	24.9407	6.1000e-004	0.0000	24.9558
Total	**0.0101**	**6.9900e-003**	**0.0835**	**2.8000e-004**	**0.0307**	**2.3000e-004**	**0.0309**	**8.1500e-003**	**2.2000e-004**	**8.3700e-003**	**0.0000**	**24.9407**	**24.9407**	**6.1000e-004**	**0.0000**	**24.9558**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	4.1372					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	3.1600e-003	0.0213	0.0317	5.0000e-005		1.0700e-003	1.0700e-003		1.0700e-003	1.0700e-003	0.0000	4.4682	4.4682	2.5000e-004	0.0000	4.4745
Total	**4.1404**	**0.0213**	**0.0317**	**5.0000e-005**		**1.0700e-003**	**1.0700e-003**		**1.0700e-003**	**1.0700e-003**	**0.0000**	**4.4682**	**4.4682**	**2.5000e-004**	**0.0000**	**4.4745**

3.7 Architectural Coating - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0101	6.9900e-003	0.0835	2.8000e-004	0.0307	2.3000e-004	0.0309	8.1500e-003	2.2000e-004	8.3700e-003	0.0000	24.9407	24.9407	6.1000e-004	0.0000	24.9558
Total	**0.0101**	**6.9900e-003**	**0.0835**	**2.8000e-004**	**0.0307**	**2.3000e-004**	**0.0309**	**8.1500e-003**	**2.2000e-004**	**8.3700e-003**	**0.0000**	**24.9407**	**24.9407**	**6.1000e-004**	**0.0000**	**24.9558**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	1.5857	7.9962	19.1834	0.0821	7.7979	0.0580	7.8559	2.0895	0.0539	2.1434	0.0000	7,620.4986	7,620.4986	0.3407	0.0000	7,629.0162
Unmitigated	1.5857	7.9962	19.1834	0.0821	7.7979	0.0580	7.8559	2.0895	0.0539	2.1434	0.0000	7,620.4986	7,620.4986	0.3407	0.0000	7,629.0162

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Low Rise	145.75	154.25	154.00	506,227	506,227
Apartments Mid Rise	4,026.75	3,773.25	4075.50	13,660,065	13,660,065
General Office Building	288.45	62.55	31.05	706,812	706,812
High Turnover (Sit Down Restaurant)	2,368.80	2,873.52	2817.72	3,413,937	3,413,937
Hotel	192.00	187.50	160.00	445,703	445,703
Quality Restaurant	501.12	511.92	461.20	707,488	707,488
Regional Shopping Center	528.08	601.44	357.84	1,112,221	1,112,221
Total	8,050.95	8,164.43	8,057.31	20,552,452	20,552,452

4.3 Trip Type Information

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Low Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
Apartments Mid Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
General Office Building	16.60	8.40	6.90	33.00	48.00	19.00	77	19	4
High Turnover (Sit Down	16.60	8.40	6.90	8.50	72.50	19.00	37	20	43
Hotel	16.60	8.40	6.90	19.40	61.60	19.00	58	38	4
Quality Restaurant	16.60	8.40	6.90	12.00	69.00	19.00	38	18	44
Regional Shopping Center	16.60	8.40	6.90	16.30	64.70	19.00	54	35	11

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Low Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Apartments Mid Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
General Office Building	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
High Turnover (Sit Down Restaurant)	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Hotel	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Quality Restaurant	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Regional Shopping Center	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	2,512.6465	2,512.6465	0.1037	0.0215	2,521.6356
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	2,512.6465	2,512.6465	0.1037	0.0215	2,521.6356
NaturalGas Mitigated	0.1398	1.2312	0.7770	7.6200e-003		0.0966	0.0966		0.0966	0.0966	0.0000	1,383.4267	1,383.4267	0.0265	0.0254	1,391.6478
NaturalGas Unmitigated	0.1398	1.2312	0.7770	7.6200e-003		0.0966	0.0966		0.0966	0.0966	0.0000	1,383.4267	1,383.4267	0.0265	0.0254	1,391.6478

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Apartments Low Rise	408494	2.2000e-003	0.0188	8.0100e-003	1.2000e-004		1.5200e-003	1.5200e-003		1.5200e-003	1.5200e-003	0.0000	21.7988	21.7988	4.2000e-004	4.0000e-004	21.9284
Apartments Mid Rise	1.30613e+007	0.0704	0.6018	0.2561	3.8400e-003		0.0487	0.0487		0.0487	0.0487	0.0000	696.9989	696.9989	0.0134	0.0128	701.1408
General Office Building	468450	2.5300e-003	0.0230	0.0193	1.4000e-004		1.7500e-003	1.7500e-003		1.7500e-003	1.7500e-003	0.0000	24.9983	24.9983	4.8000e-004	4.6000e-004	25.1468
High Turnover (Sit Down Restaurant)	8.30736e+006	0.0448	0.4072	0.3421	2.4400e-003		0.0310	0.0310		0.0310	0.0310	0.0000	443.3124	443.3124	8.5000e-003	8.1300e-003	445.9468
Hotel	1.74095e+006	9.3900e-003	0.0853	0.0717	5.1000e-004		6.4900e-003	6.4900e-003		6.4900e-003	6.4900e-003	0.0000	92.9036	92.9036	1.7800e-003	1.7000e-003	93.4557
Quality Restaurant	1.84608e+006	9.9500e-003	0.0905	0.0760	5.4000e-004		6.8800e-003	6.8800e-003		6.8800e-003	6.8800e-003	0.0000	98.5139	98.5139	1.8900e-003	1.8100e-003	99.0993
Regional Shopping Center	91840	5.0000e-004	4.5000e-003	3.7800e-003	3.0000e-005		3.4000e-004	3.4000e-004		3.4000e-004	3.4000e-004	0.0000	4.9009	4.9009	9.0000e-005	9.0000e-005	4.9301
Total		**0.1398**	**1.2312**	**0.7770**	**7.6200e-003**		**0.0966**	**0.0966**		**0.0966**	**0.0966**	**0.0000**	**1,383.4268**	**1,383.4268**	**0.0265**	**0.0254**	**1,391.6478**

5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Apartments Low Rise	408494	2.2000e-003	0.0188	8.0100e-003	1.2000e-004		1.5200e-003	1.5200e-003		1.5200e-003	1.5200e-003	0.0000	21.7988	21.7988	4.2000e-004	4.0000e-004	21.9284
Apartments Mid Rise	1.30613e+007	0.0704	0.6018	0.2561	3.8400e-003		0.0487	0.0487		0.0487	0.0487	0.0000	696.9989	696.9989	0.0134	0.0128	701.1408
General Office Building	468450	2.5300e-003	0.0230	0.0193	1.4000e-004		1.7500e-003	1.7500e-003		1.7500e-003	1.7500e-003	0.0000	24.9983	24.9983	4.8000e-004	4.6000e-004	25.1468
High Turnover (Sit Down Restaurant)	8.30736e+006	0.0448	0.4072	0.3421	2.4400e-003		0.0310	0.0310		0.0310	0.0310	0.0000	443.3124	443.3124	8.5000e-003	8.1300e-003	445.9468
Hotel	1.74095e+006	9.3900e-003	0.0853	0.0717	5.1000e-004		6.4900e-003	6.4900e-003		6.4900e-003	6.4900e-003	0.0000	92.9036	92.9036	1.7800e-003	1.7000e-003	93.4557
Quality Restaurant	1.84608e+006	9.9500e-003	0.0905	0.0760	5.4000e-004		6.8800e-003	6.8800e-003		6.8800e-003	6.8800e-003	0.0000	98.5139	98.5139	1.8900e-003	1.8100e-003	99.0993
Regional Shopping Center	91840	5.0000e-004	4.5000e-003	3.7800e-003	3.0000e-005		3.4000e-004	3.4000e-004		3.4000e-004	3.4000e-004	0.0000	4.9009	4.9009	9.0000e-005	9.0000e-005	4.9301
Total		**0.1398**	**1.2312**	**0.7770**	**7.6200e-003**		**0.0966**	**0.0966**		**0.0966**	**0.0966**	**0.0000**	**1,383.4268**	**1,383.4268**	**0.0265**	**0.0254**	**1,391.6478**

5.3 Energy by Land Use - Electricity

Unmitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Low Rise	106010	33.7770	1.3900e-003	2.9000e-004	33.8978
Apartments Mid Rise	3.94697e+006	1,257.5879	0.0519	0.0107	1,262.0869
General Office Building	584550	186.2502	7.6900e-003	1.5900e-003	186.9165
High Turnover (Sit Down Restaurant)	1.58904e+006	506.3022	0.0209	4.3200e-003	508.1135
Hotel	550308	175.3399	7.2400e-003	1.5000e-003	175.9672
Quality Restaurant	353120	112.5116	4.6500e-003	9.6000e-004	112.9141
Regional Shopping Center	756000	240.8778	9.9400e-003	2.0600e-003	241.7395
Total		**2,512.6465**	**0.1037**	**0.0215**	**2,521.6356**

5.3 Energy by Land Use - Electricity

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Low Rise	106010	33.7770	1.3900e-003	2.9000e-004	33.8978
Apartments Mid Rise	3.94697e+006	1,257.5879	0.0519	0.0107	1,262.0869
General Office Building	584550	186.2502	7.6900e-003	1.5900e-003	186.9165
High Turnover (Sit Down Restaurant)	1.58904e+006	506.3022	0.0209	4.3200e-003	508.1135
Hotel	550308	175.3399	7.2400e-003	1.5000e-003	175.9672
Quality Restaurant	353120	112.5116	4.6500e-003	9.6000e-004	112.9141
Regional Shopping Center	756000	240.8778	9.9400e-003	2.0600e-003	241.7395
Total		**2,512.6465**	**0.1037**	**0.0215**	**2,521.6356**

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	5.1437	0.2950	10.3804	1.6700e-003		0.0714	0.0714		0.0714	0.0714	0.0000	220.9670	220.9670	0.0201	3.7400e-003	222.5835
Unmitigated	5.1437	0.2950	10.3804	1.6700e-003		0.0714	0.0714		0.0714	0.0714	0.0000	220.9670	220.9670	0.0201	3.7400e-003	222.5835

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.4137					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	4.3998					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	0.0206	0.1763	0.0750	1.1200e-003		0.0143	0.0143		0.0143	0.0143	0.0000	204.1166	204.1166	3.9100e-003	3.7400e-003	205.3295
Landscaping	0.3096	0.1187	10.3054	5.4000e-004		0.0572	0.0572		0.0572	0.0572	0.0000	16.8504	16.8504	0.0161	0.0000	17.2540
Total	**5.1437**	**0.2950**	**10.3804**	**1.6600e-003**		**0.0714**	**0.0714**		**0.0714**	**0.0714**	**0.0000**	**220.9670**	**220.9670**	**0.0201**	**3.7400e-003**	**222.5835**

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.4137					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	4.3998					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	0.0206	0.1763	0.0750	1.1200e-003		0.0143	0.0143		0.0143	0.0143	0.0000	204.1166	204.1166	3.9100e-003	3.7400e-003	205.3295
Landscaping	0.3096	0.1187	10.3054	5.4000e-004		0.0572	0.0572		0.0572	0.0572	0.0000	16.8504	16.8504	0.0161	0.0000	17.2540
Total	**5.1437**	**0.2950**	**10.3804**	**1.6600e-003**		**0.0714**	**0.0714**		**0.0714**	**0.0714**	**0.0000**	**220.9670**	**220.9670**	**0.0201**	**3.7400e-003**	**222.5835**

7.0 Water Detail

7.1 Mitigation Measures Water

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	585.8052	3.0183	0.0755	683.7567
Unmitigated	585.8052	3.0183	0.0755	683.7567

7.2 Water by Land Use

Unmitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Low Rise	1.62885 / 1.02688	10.9095	0.0535	1.3400e-003	12.6471
Apartments Mid Rise	63.5252 / 40.0485	425.4719	2.0867	0.0523	493.2363
General Office Building	7.99802 / 4.90201	53.0719	0.2627	6.5900e-003	61.6019
High Turnover (Sit Down Restaurant)	10.9272 / 0.697482	51.2702	0.3580	8.8200e-003	62.8482
Hotel	1.26834 / 0.140927	6.1633	0.0416	1.0300e-003	7.5079
Quality Restaurant	2.42827 / 0.154996	11.3934	0.0796	1.9600e-003	13.9663
Regional Shopping Center	4.14806 / 2.54236	27.5250	0.1363	3.4200e-003	31.9490
Total		**585.8052**	**3.0183**	**0.0755**	**683.7567**

7.2 Water by Land Use

Mitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Low Rise	1.62885 / 1.02688	10.9095	0.0535	1.3400e-003	12.6471
Apartments Mid Rise	63.5252 / 40.0485	425.4719	2.0867	0.0523	493.2363
General Office Building	7.99802 / 4.90201	53.0719	0.2627	6.5900e-003	61.6019
High Turnover (Sit Down Restaurant)	10.9272 / 0.697482	51.2702	0.3580	8.8200e-003	62.8482
Hotel	1.26834 / 0.140927	6.1633	0.0416	1.0300e-003	7.5079
Quality Restaurant	2.42827 / 0.154996	11.3934	0.0796	1.9600e-003	13.9663
Regional Shopping Center	4.14806 / 2.54236	27.5250	0.1363	3.4200e-003	31.9490
Total		**585.8052**	**3.0183**	**0.0755**	**683.7567**

8.0 Waste Detail

8.1 Mitigation Measures Waste

Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	207.8079	12.2811	0.0000	514.8354
Unmitigated	207.8079	12.2811	0.0000	514.8354

8.2 Waste by Land Use

Unmitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Low Rise	11.5	2.3344	0.1380	0.0000	5.7834
Apartments Mid Rise	448.5	91.0415	5.3804	0.0000	225.5513
General Office Building	41.85	8.4952	0.5021	0.0000	21.0464
High Turnover (Sit Down Restaurant)	428.4	86.9613	5.1393	0.0000	215.4430
Hotel	27.38	5.5579	0.3285	0.0000	13.7694
Quality Restaurant	7.3	1.4818	0.0876	0.0000	3.6712
Regional Shopping Center	58.8	11.9359	0.7054	0.0000	29.5706
Total		**207.8079**	**12.2811**	**0.0000**	**514.8354**

8.2 Waste by Land Use

Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Low Rise	11.5	2.3344	0.1380	0.0000	5.7834
Apartments Mid Rise	448.5	91.0415	5.3804	0.0000	225.5513
General Office Building	41.85	8.4952	0.5021	0.0000	21.0464
High Turnover (Sit Down Restaurant)	428.4	86.9613	5.1393	0.0000	215.4430
Hotel	27.38	5.5579	0.3285	0.0000	13.7694
Quality Restaurant	7.3	1.4818	0.0876	0.0000	3.6712
Regional Shopping Center	58.8	11.9359	0.7054	0.0000	29.5706
Total		**207.8079**	**12.2811**	**0.0000**	**514.8354**

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

Village South Specific Plan (Proposed)
Los Angeles-South Coast County, Summer

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	45.00	1000sqft	1.03	45,000.00	0
High Turnover (Sit Down Restaurant)	36.00	1000sqft	0.83	36,000.00	0
Hotel	50.00	Room	1.67	72,600.00	0
Quality Restaurant	8.00	1000sqft	0.18	8,000.00	0
Apartments Low Rise	25.00	Dwelling Unit	1.56	25,000.00	72
Apartments Mid Rise	975.00	Dwelling Unit	25.66	975,000.00	2789
Regional Shopping Center	56.00	1000sqft	1.29	56,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	33
Climate Zone	9			**Operational Year**	2028
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	702.44	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

1.3 User Entered Comments & Non-Default Data

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

Project Characteristics - Consistent with the DEIR's model.

Land Use - See SWAPE comment regarding residential and retail land uses.

Construction Phase - See SWAPE comment regarding individual construction phase lengths.

Demolition - Consistent with the DEIR's model. See SWAPE comment regarding demolition.

Vehicle Trips - Saturday trips consistent with the DEIR's model. See SWAPE comment regarding weekday and Sunday trips.

Woodstoves - Woodstoves and wood-burning fireplaces consistent with the DEIR's model. See SWAPE comment regarding gas fireplaces.

Energy Use -

Construction Off-road Equipment Mitigation - See SWAPE comment on construction-related mitigation.

Area Mitigation - See SWAPE comment regarding operational mitigation measures.

Water Mitigation - See SWAPE comment regarding operational mitigation measures.

Table Name	Column Name	Default Value	New Value
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	NumberWood	1.25	0.00
tblFireplaces	NumberWood	48.75	0.00
tblVehicleTrips	ST_TR	7.16	6.17
tblVehicleTrips	ST_TR	6.39	3.87
tblVehicleTrips	ST_TR	2.46	1.39
tblVehicleTrips	ST_TR	158.37	79.82
tblVehicleTrips	ST_TR	8.19	3.75
tblVehicleTrips	ST_TR	94.36	63.99
tblVehicleTrips	ST_TR	49.97	10.74
tblVehicleTrips	SU_TR	6.07	6.16
tblVehicleTrips	SU_TR	5.86	4.18
tblVehicleTrips	SU_TR	1.05	0.69
tblVehicleTrips	SU_TR	131.84	78.27

tblVehicleTrips	SU_TR	5.95	3.20
tblVehicleTrips	SU_TR	72.16	57.65
tblVehicleTrips	SU_TR	25.24	6.39
tblVehicleTrips	WD_TR	6.59	5.83
tblVehicleTrips	WD_TR	6.65	4.13
tblVehicleTrips	WD_TR	11.03	6.41
tblVehicleTrips	WD_TR	127.15	65.80
tblVehicleTrips	WD_TR	8.17	3.84
tblVehicleTrips	WD_TR	89.95	62.64
tblVehicleTrips	WD_TR	42.70	9.43
tblWoodstoves	NumberCatalytic	1.25	0.00
tblWoodstoves	NumberCatalytic	48.75	0.00
tblWoodstoves	NumberNoncatalytic	1.25	0.00
tblWoodstoves	NumberNoncatalytic	48.75	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00

2.0 Emissions Summary

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	4.2769	46.4588	31.6840	0.0643	18.2675	2.0461	20.3135	9.9840	1.8824	11.8664	0.0000	6,234.7974	6,234.7974	1.9495	0.0000	6,283.5352
2022	5.3304	38.8967	49.5629	0.1517	9.8688	1.6366	10.7727	3.6558	1.5057	5.1615	0.0000	15,251.5674	15,251.5674	1.9503	0.0000	15,278.5288
2023	4.8957	26.3317	46.7567	0.1472	9.8688	0.7794	10.6482	2.6381	0.7322	3.3702	0.0000	14,807.5269	14,807.5269	1.0250	0.0000	14,833.1521
2024	237.1630	9.5575	15.1043	0.0244	1.7884	0.4698	1.8628	0.4743	0.4322	0.5476	0.0000	2,361.3989	2,361.3989	0.7177	0.0000	2,379.3421
Maximum	**237.1630**	**46.4588**	**49.5629**	**0.1517**	**18.2675**	**2.0461**	**20.3135**	**9.9840**	**1.8824**	**11.8664**	**0.0000**	**15,251.5674**	**15,251.5674**	**1.9503**	**0.0000**	**15,278.5288**

2.1 Overall Construction (Maximum Daily Emission)

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	4.2769	46.4588	31.6840	0.0643	18.2675	2.0461	20.3135	9.9840	1.8824	11.8664	0.0000	6,234.7974	6,234.7974	1.9495	0.0000	6,283.5352
2022	5.3304	38.8967	49.5629	0.1517	9.8688	1.6366	10.7727	3.6558	1.5057	5.1615	0.0000	15,251.5674	15,251.5674	1.9503	0.0000	15,278.5288
2023	4.8957	26.3317	46.7567	0.1472	9.8688	0.7794	10.6482	2.6381	0.7322	3.3702	0.0000	14,807.5269	14,807.5269	1.0250	0.0000	14,833.1520
2024	237.1630	9.5575	15.1043	0.0244	1.7884	0.4698	1.8628	0.4743	0.4322	0.5476	0.0000	2,361.3989	2,361.3989	0.7177	0.0000	2,379.3421
Maximum	**237.1630**	**46.4588**	**49.5629**	**0.1517**	**18.2675**	**2.0461**	**20.3135**	**9.9840**	**1.8824**	**11.8664**	**0.0000**	**15,251.5674**	**15,251.5674**	**1.9503**	**0.0000**	**15,278.5288**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Energy	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387
Mobile	9.8489	45.4304	114.8495	0.4917	45.9592	0.3360	46.2951	12.2950	0.3119	12.6070		50,306.6034	50,306.6034	2.1807		50,361.1208
Total	**41.1168**	**67.2262**	**207.5497**	**0.6278**	**45.9592**	**2.4626**	**48.4217**	**12.2950**	**2.4385**	**14.7336**	**0.0000**	**76,811.1816**	**76,811.1816**	**2.8282**	**0.4832**	**77,025.8786**

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Energy	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387
Mobile	9.8489	45.4304	114.8495	0.4917	45.9592	0.3360	46.2951	12.2950	0.3119	12.6070		50,306.6034	50,306.6034	2.1807		50,361.1208
Total	**41.1168**	**67.2262**	**207.5497**	**0.6278**	**45.9592**	**2.4626**	**48.4217**	**12.2950**	**2.4385**	**14.7336**	**0.0000**	**76,811.1816**	**76,811.1816**	**2.8282**	**0.4832**	**77,025.8786**

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	9/1/2021	10/12/2021	5	30	
2	Site Preparation	Site Preparation	10/13/2021	11/9/2021	5	20	
3	Grading	Grading	11/10/2021	1/11/2022	5	45	
4	Building Construction	Building Construction	1/12/2022	12/12/2023	5	500	
5	Paving	Paving	12/13/2023	1/30/2024	5	35	
6	Architectural Coating	Architectural Coating	1/31/2024	3/19/2024	5	35	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 112.5

Acres of Paving: 0

Residential Indoor: 2,025,000; Residential Outdoor: 675,000; Non-Residential Indoor: 326,400; Non-Residential Outdoor: 108,800; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Excavators	3	8.00	158	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Excavators	2	8.00	158	0.38
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Scrapers	2	8.00	367	0.48
Grading	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	458.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	801.00	143.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	160.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					3.3074	0.0000	3.3074	0.5008	0.0000	0.5008			0.0000			0.0000
Off-Road	3.1651	31.4407	21.5650	0.0388		1.5513	1.5513		1.4411	1.4411		3,747.9449	3,747.9449	1.0549		3,774.3174
Total	**3.1651**	**31.4407**	**21.5650**	**0.0388**	**3.3074**	**1.5513**	**4.8588**	**0.5008**	**1.4411**	**1.9419**		**3,747.9449**	**3,747.9449**	**1.0549**		**3,774.3174**

3.2 Demolition - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1273	4.0952	0.9602	0.0119	0.2669	0.0126	0.2795	0.0732	0.0120	0.0852		1,292.2413	1,292.2413	0.0877		1,294.4337
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0643	0.0442	0.6042	1.7100e-003	0.1677	1.3500e-003	0.1690	0.0445	1.2500e-003	0.0457		170.8155	170.8155	5.0300e-003		170.9413
Total	**0.1916**	**4.1394**	**1.5644**	**0.0136**	**0.4346**	**0.0139**	**0.4485**	**0.1176**	**0.0133**	**0.1309**		**1,463.0568**	**1,463.0568**	**0.0927**		**1,465.3750**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					3.3074	0.0000	3.3074	0.5008	0.0000	0.5008			0.0000			0.0000
Off-Road	3.1651	31.4407	21.5650	0.0388		1.5513	1.5513		1.4411	1.4411	0.0000	3,747.9449	3,747.9449	1.0549		3,774.3174
Total	**3.1651**	**31.4407**	**21.5650**	**0.0388**	**3.3074**	**1.5513**	**4.8588**	**0.5008**	**1.4411**	**1.9419**	**0.0000**	**3,747.9449**	**3,747.9449**	**1.0549**		**3,774.3174**

3.2 Demolition - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1273	4.0952	0.9602	0.0119	0.2669	0.0126	0.2795	0.0732	0.0120	0.0852		1,292.2413	1,292.2413	0.0877		1,294.4337
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0643	0.0442	0.6042	1.7100e-003	0.1677	1.3500e-003	0.1690	0.0445	1.2500e-003	0.0457		170.8155	170.8155	5.0300e-003		170.9413
Total	**0.1916**	**4.1394**	**1.5644**	**0.0136**	**0.4346**	**0.0139**	**0.4485**	**0.1176**	**0.0133**	**0.1309**		**1,463.0568**	**1,463.0568**	**0.0927**		**1,465.3750**

3.3 Site Preparation - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	3.8882	40.4971	21.1543	0.0380		2.0445	2.0445		1.8809	1.8809		3,685.6569	3,685.6569	1.1920		3,715.4573
Total	**3.8882**	**40.4971**	**21.1543**	**0.0380**	**18.0663**	**2.0445**	**20.1107**	**9.9307**	**1.8809**	**11.8116**		**3,685.6569**	**3,685.6569**	**1.1920**		**3,715.4573**

3.3 Site Preparation - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0772	0.0530	0.7250	2.0600e-003	0.2012	1.6300e-003	0.2028	0.0534	1.5000e-003	0.0549		204.9786	204.9786	6.0400e-003		205.1296
Total	**0.0772**	**0.0530**	**0.7250**	**2.0600e-003**	**0.2012**	**1.6300e-003**	**0.2028**	**0.0534**	**1.5000e-003**	**0.0549**		**204.9786**	**204.9786**	**6.0400e-003**		**205.1296**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	3.8882	40.4971	21.1543	0.0380		2.0445	2.0445		1.8809	1.8809	0.0000	3,685.6569	3,685.6569	1.1920		3,715.4573
Total	**3.8882**	**40.4971**	**21.1543**	**0.0380**	**18.0663**	**2.0445**	**20.1107**	**9.9307**	**1.8809**	**11.8116**	**0.0000**	**3,685.6569**	**3,685.6569**	**1.1920**		**3,715.4573**

3.3 Site Preparation - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0772	0.0530	0.7250	2.0600e-003	0.2012	1.6300e-003	0.2028	0.0534	1.5000e-003	0.0549		204.9786	204.9786	6.0400e-003		205.1296
Total	**0.0772**	**0.0530**	**0.7250**	**2.0600e-003**	**0.2012**	**1.6300e-003**	**0.2028**	**0.0534**	**1.5000e-003**	**0.0549**		**204.9786**	**204.9786**	**6.0400e-003**		**205.1296**

3.4 Grading - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	4.1912	46.3998	30.8785	0.0620		1.9853	1.9853		1.8265	1.8265		6,007.0434	6,007.0434	1.9428		6,055.6134
Total	**4.1912**	**46.3998**	**30.8785**	**0.0620**	**8.6733**	**1.9853**	**10.6587**	**3.5965**	**1.8265**	**5.4230**		**6,007.0434**	**6,007.0434**	**1.9428**		**6,055.6134**

3.4 Grading - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0857	0.0589	0.8056	2.2900e-003	0.2236	1.8100e-003	0.2254	0.0593	1.6600e-003	0.0610		227.7540	227.7540	6.7100e-003		227.9217
Total	**0.0857**	**0.0589**	**0.8056**	**2.2900e-003**	**0.2236**	**1.8100e-003**	**0.2254**	**0.0593**	**1.6600e-003**	**0.0610**		**227.7540**	**227.7540**	**6.7100e-003**		**227.9217**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	4.1912	46.3998	30.8785	0.0620		1.9853	1.9853		1.8265	1.8265	0.0000	6,007.0434	6,007.0434	1.9428		6,055.6134
Total	**4.1912**	**46.3998**	**30.8785**	**0.0620**	**8.6733**	**1.9853**	**10.6587**	**3.5965**	**1.8265**	**5.4230**	**0.0000**	**6,007.0434**	**6,007.0434**	**1.9428**		**6,055.6134**

3.4 Grading - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0857	0.0589	0.8056	2.2900e-003	0.2236	1.8100e-003	0.2254	0.0593	1.6600e-003	0.0610		227.7540	227.7540	6.7100e-003		227.9217
Total	**0.0857**	**0.0589**	**0.8056**	**2.2900e-003**	**0.2236**	**1.8100e-003**	**0.2254**	**0.0593**	**1.6600e-003**	**0.0610**		**227.7540**	**227.7540**	**6.7100e-003**		**227.9217**

3.4 Grading - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	3.6248	38.8435	29.0415	0.0621		1.6349	1.6349		1.5041	1.5041		6,011.4105	6,011.4105	1.9442		6,060.0158
Total	**3.6248**	**38.8435**	**29.0415**	**0.0621**	**8.6733**	**1.6349**	**10.3082**	**3.5965**	**1.5041**	**5.1006**		**6,011.4105**	**6,011.4105**	**1.9442**		**6,060.0158**

3.4 Grading - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0803	0.0532	0.7432	2.2100e-003	0.2236	1.7500e-003	0.2253	0.0593	1.6100e-003	0.0609		219.7425	219.7425	6.0600e-003		219.8941
Total	**0.0803**	**0.0532**	**0.7432**	**2.2100e-003**	**0.2236**	**1.7500e-003**	**0.2253**	**0.0593**	**1.6100e-003**	**0.0609**		**219.7425**	**219.7425**	**6.0600e-003**		**219.8941**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	3.6248	38.8435	29.0415	0.0621		1.6349	1.6349		1.5041	1.5041	0.0000	6,011.4105	6,011.4105	1.9442		6,060.0158
Total	**3.6248**	**38.8435**	**29.0415**	**0.0621**	**8.6733**	**1.6349**	**10.3082**	**3.5965**	**1.5041**	**5.1006**	**0.0000**	**6,011.4105**	**6,011.4105**	**1.9442**		**6,060.0158**

3.4 Grading - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0803	0.0532	0.7432	2.2100e-003	0.2236	1.7500e-003	0.2253	0.0593	1.6100e-003	0.0609		219.7425	219.7425	6.0600e-003		219.8941
Total	**0.0803**	**0.0532**	**0.7432**	**2.2100e-003**	**0.2236**	**1.7500e-003**	**0.2253**	**0.0593**	**1.6100e-003**	**0.0609**		**219.7425**	**219.7425**	**6.0600e-003**		**219.8941**

3.5 Building Construction - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612		2,554.3336	2,554.3336	0.6120		2,569.6322
Total	**1.7062**	**15.6156**	**16.3634**	**0.0269**		**0.8090**	**0.8090**		**0.7612**	**0.7612**		**2,554.3336**	**2,554.3336**	**0.6120**		**2,569.6322**

3.5 Building Construction - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.4079	13.2032	3.4341	0.0364	0.9155	0.0248	0.9404	0.2636	0.0237	0.2873		3,896.5482	3,896.5482	0.2236		3,902.1384
Worker	3.2162	2.1318	29.7654	0.0883	8.9533	0.0701	9.0234	2.3745	0.0646	2.4390		8,800.6857	8,800.6857	0.2429		8,806.7582
Total	**3.6242**	**15.3350**	**33.1995**	**0.1247**	**9.8688**	**0.0949**	**9.9637**	**2.6381**	**0.0883**	**2.7263**		**12,697.2339**	**12,697.2339**	**0.4665**		**12,708.8966**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612	0.0000	2,554.3336	2,554.3336	0.6120		2,569.6322
Total	**1.7062**	**15.6156**	**16.3634**	**0.0269**		**0.8090**	**0.8090**		**0.7612**	**0.7612**	**0.0000**	**2,554.3336**	**2,554.3336**	**0.6120**		**2,569.6322**

3.5 Building Construction - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.4079	13.2032	3.4341	0.0364	0.9155	0.0248	0.9404	0.2636	0.0237	0.2873		3,896.5482	3,896.5482	0.2236		3,902.1384
Worker	3.2162	2.1318	29.7654	0.0883	8.9533	0.0701	9.0234	2.3745	0.0646	2.4390		8,800.6857	8,800.6857	0.2429		8,806.7582
Total	**3.6242**	**15.3350**	**33.1995**	**0.1247**	**9.8688**	**0.0949**	**9.9637**	**2.6381**	**0.0883**	**2.7263**		**12,697.2339**	**12,697.2339**	**0.4665**		**12,708.8966**

3.5 Building Construction - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584		2,555.2099	2,555.2099	0.6079		2,570.4061
Total	**1.5728**	**14.3849**	**16.2440**	**0.0269**		**0.6997**	**0.6997**		**0.6584**	**0.6584**		**2,555.2099**	**2,555.2099**	**0.6079**		**2,570.4061**

3.5 Building Construction - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.3027	10.0181	3.1014	0.0352	0.9156	0.0116	0.9271	0.2636	0.0111	0.2747		3,773.8762	3,773.8762	0.1982		3,778.8300
Worker	3.0203	1.9287	27.4113	0.0851	8.9533	0.0681	9.0214	2.3745	0.0627	2.4372		8,478.4408	8,478.4408	0.2190		8,483.9160
Total	**3.3229**	**11.9468**	**30.5127**	**0.1203**	**9.8688**	**0.0797**	**9.9485**	**2.6381**	**0.0738**	**2.7118**		**12,252.3170**	**12,252.3170**	**0.4172**		**12,262.7460**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584	0.0000	2,555.2099	2,555.2099	0.6079		2,570.4061
Total	**1.5728**	**14.3849**	**16.2440**	**0.0269**		**0.6997**	**0.6997**		**0.6584**	**0.6584**	**0.0000**	**2,555.2099**	**2,555.2099**	**0.6079**		**2,570.4061**

3.5 Building Construction - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.3027	10.0181	3.1014	0.0352	0.9156	0.0116	0.9271	0.2636	0.0111	0.2747		3,773.8762	3,773.8762	0.1982		3,778.8300
Worker	3.0203	1.9287	27.4113	0.0851	8.9533	0.0681	9.0214	2.3745	0.0627	2.4372		8,478.4408	8,478.4408	0.2190		8,483.9160
Total	**3.3229**	**11.9468**	**30.5127**	**0.1203**	**9.8688**	**0.0797**	**9.9485**	**2.6381**	**0.0738**	**2.7118**		**12,252.3170**	**12,252.3170**	**0.4172**		**12,262.7460**

3.6 Paving - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694		2,207.5841	2,207.5841	0.7140		2,225.4336
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**1.0327**	**10.1917**	**14.5842**	**0.0228**		**0.5102**	**0.5102**		**0.4694**	**0.4694**		**2,207.5841**	**2,207.5841**	**0.7140**		**2,225.4336**

3.6 Paving - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0566	0.0361	0.5133	1.5900e-003	0.1677	1.2800e-003	0.1689	0.0445	1.1700e-003	0.0456		158.7723	158.7723	4.1000e-003		158.8748
Total	**0.0566**	**0.0361**	**0.5133**	**1.5900e-003**	**0.1677**	**1.2800e-003**	**0.1689**	**0.0445**	**1.1700e-003**	**0.0456**		**158.7723**	**158.7723**	**4.1000e-003**		**158.8748**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694	0.0000	2,207.5841	2,207.5841	0.7140		2,225.4336
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**1.0327**	**10.1917**	**14.5842**	**0.0228**		**0.5102**	**0.5102**		**0.4694**	**0.4694**	**0.0000**	**2,207.5841**	**2,207.5841**	**0.7140**		**2,225.4336**

3.6 Paving - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0566	0.0361	0.5133	1.5900e-003	0.1677	1.2800e-003	0.1689	0.0445	1.1700e-003	0.0456		158.7723	158.7723	4.1000e-003		158.8748
Total	**0.0566**	**0.0361**	**0.5133**	**1.5900e-003**	**0.1677**	**1.2800e-003**	**0.1689**	**0.0445**	**1.1700e-003**	**0.0456**		**158.7723**	**158.7723**	**4.1000e-003**		**158.8748**

3.6 Paving - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310		2,207.5472	2,207.5472	0.7140		2,225.3963
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.9882**	**9.5246**	**14.6258**	**0.0228**		**0.4685**	**0.4685**		**0.4310**	**0.4310**		**2,207.5472**	**2,207.5472**	**0.7140**		**2,225.3963**

3.6 Paving - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0535	0.0329	0.4785	1.5400e-003	0.1677	1.2600e-003	0.1689	0.0445	1.1600e-003	0.0456		153.8517	153.8517	3.7600e-003		153.9458
Total	**0.0535**	**0.0329**	**0.4785**	**1.5400e-003**	**0.1677**	**1.2600e-003**	**0.1689**	**0.0445**	**1.1600e-003**	**0.0456**		**153.8517**	**153.8517**	**3.7600e-003**		**153.9458**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310	0.0000	2,207.5472	2,207.5472	0.7140		2,225.3963
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.9882**	**9.5246**	**14.6258**	**0.0228**		**0.4685**	**0.4685**		**0.4310**	**0.4310**	**0.0000**	**2,207.5472**	**2,207.5472**	**0.7140**		**2,225.3963**

3.6 Paving - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0535	0.0329	0.4785	1.5400e-003	0.1677	1.2600e-003	0.1689	0.0445	1.1600e-003	0.0456		153.8517	153.8517	3.7600e-003		153.9458
Total	**0.0535**	**0.0329**	**0.4785**	**1.5400e-003**	**0.1677**	**1.2600e-003**	**0.1689**	**0.0445**	**1.1600e-003**	**0.0456**		**153.8517**	**153.8517**	**3.7600e-003**		**153.9458**

3.7 Architectural Coating - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	236.4115					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609		281.4481	281.4481	0.0159		281.8443
Total	**236.5923**	**1.2188**	**1.8101**	**2.9700e-003**		**0.0609**	**0.0609**		**0.0609**	**0.0609**		**281.4481**	**281.4481**	**0.0159**		**281.8443**

3.7 Architectural Coating - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.5707	0.3513	5.1044	0.0165	1.7884	0.0134	1.8018	0.4743	0.0123	0.4866		1,641.0852	1,641.0852	0.0401		1,642.0886
Total	**0.5707**	**0.3513**	**5.1044**	**0.0165**	**1.7884**	**0.0134**	**1.8018**	**0.4743**	**0.0123**	**0.4866**		**1,641.0852**	**1,641.0852**	**0.0401**		**1,642.0886**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	236.4115					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609	0.0000	281.4481	281.4481	0.0159		281.8443
Total	**236.5923**	**1.2188**	**1.8101**	**2.9700e-003**		**0.0609**	**0.0609**		**0.0609**	**0.0609**	**0.0000**	**281.4481**	**281.4481**	**0.0159**		**281.8443**

3.7 Architectural Coating - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.5707	0.3513	5.1044	0.0165	1.7884	0.0134	1.8018	0.4743	0.0123	0.4866		1,641.0852	1,641.0852	0.0401		1,642.0886
Total	**0.5707**	**0.3513**	**5.1044**	**0.0165**	**1.7884**	**0.0134**	**1.8018**	**0.4743**	**0.0123**	**0.4866**		**1,641.0852**	**1,641.0852**	**0.0401**		**1,642.0886**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	9.8489	45.4304	114.8495	0.4917	45.9592	0.3360	46.2951	12.2950	0.3119	12.6070		50,306.6034	50,306.6034	2.1807		50,361.1208
Unmitigated	9.8489	45.4304	114.8495	0.4917	45.9592	0.3360	46.2951	12.2950	0.3119	12.6070		50,306.6034	50,306.6034	2.1807		50,361.1208

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Low Rise	145.75	154.25	154.00	506,227	506,227
Apartments Mid Rise	4,026.75	3,773.25	4075.50	13,660,065	13,660,065
General Office Building	288.45	62.55	31.05	706,812	706,812
High Turnover (Sit Down Restaurant)	2,368.80	2,873.52	2817.72	3,413,937	3,413,937
Hotel	192.00	187.50	160.00	445,703	445,703
Quality Restaurant	501.12	511.92	461.20	707,488	707,488
Regional Shopping Center	528.08	601.44	357.84	1,112,221	1,112,221
Total	8,050.95	8,164.43	8,057.31	20,552,452	20,552,452

4.3 Trip Type Information

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Low Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
Apartments Mid Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
General Office Building	16.60	8.40	6.90	33.00	48.00	19.00	77	19	4
High Turnover (Sit Down	16.60	8.40	6.90	8.50	72.50	19.00	37	20	43
Hotel	16.60	8.40	6.90	19.40	61.60	19.00	58	38	4
Quality Restaurant	16.60	8.40	6.90	12.00	69.00	19.00	38	18	44
Regional Shopping Center	16.60	8.40	6.90	16.30	64.70	19.00	54	35	11

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Low Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Apartments Mid Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
General Office Building	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
High Turnover (Sit Down Restaurant)	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Hotel	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Quality Restaurant	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Regional Shopping Center	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387
NaturalGas Unmitigated	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Low Rise	1119.16	0.0121	0.1031	0.0439	6.6000e-004		8.3400e-003	8.3400e-003		8.3400e-003	8.3400e-003		131.6662	131.6662	2.5200e-003	2.4100e-003	132.4486
Apartments Mid Rise	35784.3	0.3859	3.2978	1.4033	0.0211		0.2666	0.2666		0.2666	0.2666		4,209.9164	4,209.9164	0.0807	0.0772	4,234.9339
General Office Building	1283.42	0.0138	0.1258	0.1057	7.5000e-004		9.5600e-003	9.5600e-003		9.5600e-003	9.5600e-003		150.9911	150.9911	2.8900e-003	2.7700e-003	151.8884
High Turnover (Sit Down Restaurant)	22759.9	0.2455	2.2314	1.8743	0.0134		0.1696	0.1696		0.1696	0.1696		2,677.6342	2,677.6342	0.0513	0.0491	2,693.5460
Hotel	4769.72	0.0514	0.4676	0.3928	2.8100e-003		0.0355	0.0355		0.0355	0.0355		561.1436	561.1436	0.0108	0.0103	564.4782
Quality Restaurant	5057.75	0.0545	0.4959	0.4165	2.9800e-003		0.0377	0.0377		0.0377	0.0377		595.0298	595.0298	0.0114	0.0109	598.5658
Regional Shopping Center	251.616	2.7100e-003	0.0247	0.0207	1.5000e-004		1.8700e-003	1.8700e-003		1.8700e-003	1.8700e-003		29.6019	29.6019	5.7000e-004	5.4000e-004	29.7778
Total		**0.7660**	**6.7463**	**4.2573**	**0.0418**		**0.5292**	**0.5292**		**0.5292**	**0.5292**		**8,355.9832**	**8,355.9832**	**0.1602**	**0.1532**	**8,405.6387**

5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day											lb/day				
Apartments Low Rise	1.11916	0.0121	0.1031	0.0439	6.6000e-004		8.3400e-003	8.3400e-003		8.3400e-003	8.3400e-003		131.6662	131.6662	2.5200e-003	2.4100e-003	132.4486
Apartments Mid Rise	35.7843	0.3859	3.2978	1.4033	0.0211		0.2666	0.2666		0.2666	0.2666		4,209.9164	4,209.9164	0.0807	0.0772	4,234.9339
General Office Building	1.28342	0.0138	0.1258	0.1057	7.5000e-004		9.5600e-003	9.5600e-003		9.5600e-003	9.5600e-003		150.9911	150.9911	2.8900e-003	2.7700e-003	151.8884
High Turnover (Sit Down Restaurant)	22.7599	0.2455	2.2314	1.8743	0.0134		0.1696	0.1696		0.1696	0.1696		2,677.6342	2,677.6342	0.0513	0.0491	2,693.5460
Hotel	4.76972	0.0514	0.4676	0.3928	2.8100e-003		0.0355	0.0355		0.0355	0.0355		561.1436	561.1436	0.0108	0.0103	564.4782
Quality Restaurant	5.05775	0.0545	0.4959	0.4165	2.9800e-003		0.0377	0.0377		0.0377	0.0377		595.0298	595.0298	0.0114	0.0109	598.5658
Regional Shopping Center	0.251616	2.7100e-003	0.0247	0.0207	1.5000e-004		1.8700e-003	1.8700e-003		1.8700e-003	1.8700e-003		29.6019	29.6019	5.7000e-004	5.4000e-004	29.7778
Total		**0.7660**	**6.7463**	**4.2573**	**0.0418**		**0.5292**	**0.5292**		**0.5292**	**0.5292**		**8,355.9832**	**8,355.9832**	**0.1602**	**0.1532**	**8,405.6387**

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Unmitigated	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	2.2670					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	24.1085					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	1.6500	14.1000	6.0000	0.0900		1.1400	1.1400		1.1400	1.1400	0.0000	18,000.0000	18,000.0000	0.3450	0.3300	18,106.9650
Landscaping	2.4766	0.9496	82.4430	4.3600e-003		0.4574	0.4574		0.4574	0.4574		148.5950	148.5950	0.1424		152.1542
Total	**30.5020**	**15.0496**	**88.4430**	**0.0944**		**1.5974**	**1.5974**		**1.5974**	**1.5974**	**0.0000**	**18,148.5950**	**18,148.5950**	**0.4874**	**0.3300**	**18,259.1192**

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	2.2670					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	24.1085					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	1.6500	14.1000	6.0000	0.0900		1.1400	1.1400		1.1400	1.1400	0.0000	18,000.0000	18,000.0000	0.3450	0.3300	18,106.9650
Landscaping	2.4766	0.9496	82.4430	4.3600e-003		0.4574	0.4574		0.4574	0.4574		148.5950	148.5950	0.1424		152.1542
Total	**30.5020**	**15.0496**	**88.4430**	**0.0944**		**1.5974**	**1.5974**		**1.5974**	**1.5974**	**0.0000**	**18,148.5950**	**18,148.5950**	**0.4874**	**0.3300**	**18,259.1192**

7.0 Water Detail

7.1 Mitigation Measures Water

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

Village South Specific Plan (Proposed)
Los Angeles-South Coast County, Winter

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	45.00	1000sqft	1.03	45,000.00	0
High Turnover (Sit Down Restaurant)	36.00	1000sqft	0.83	36,000.00	0
Hotel	50.00	Room	1.67	72,600.00	0
Quality Restaurant	8.00	1000sqft	0.18	8,000.00	0
Apartments Low Rise	25.00	Dwelling Unit	1.56	25,000.00	72
Apartments Mid Rise	975.00	Dwelling Unit	25.66	975,000.00	2789
Regional Shopping Center	56.00	1000sqft	1.29	56,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	33
Climate Zone	9			**Operational Year**	2028
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	702.44	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

1.3 User Entered Comments & Non-Default Data

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

Project Characteristics - Consistent with the DEIR's model.

Land Use - See SWAPE comment regarding residential and retail land uses.

Construction Phase - See SWAPE comment regarding individual construction phase lengths.

Demolition - Consistent with the DEIR's model. See SWAPE comment regarding demolition.

Vehicle Trips - Saturday trips consistent with the DEIR's model. See SWAPE comment regarding weekday and Sunday trips.

Woodstoves - Woodstoves and wood-burning fireplaces consistent with the DEIR's model. See SWAPE comment regarding gas fireplaces.

Energy Use -

Construction Off-road Equipment Mitigation - See SWAPE comment on construction-related mitigation.

Area Mitigation - See SWAPE comment regarding operational mitigation measures.

Water Mitigation - See SWAPE comment regarding operational mitigation measures.

Table Name	Column Name	Default Value	New Value
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	NumberWood	1.25	0.00
tblFireplaces	NumberWood	48.75	0.00
tblVehicleTrips	ST_TR	7.16	6.17
tblVehicleTrips	ST_TR	6.39	3.87
tblVehicleTrips	ST_TR	2.46	1.39
tblVehicleTrips	ST_TR	158.37	79.82
tblVehicleTrips	ST_TR	8.19	3.75
tblVehicleTrips	ST_TR	94.36	63.99
tblVehicleTrips	ST_TR	49.97	10.74
tblVehicleTrips	SU_TR	6.07	6.16
tblVehicleTrips	SU_TR	5.86	4.18
tblVehicleTrips	SU_TR	1.05	0.69
tblVehicleTrips	SU_TR	131.84	78.27

tblVehicleTrips	SU_TR	5.95	3.20
tblVehicleTrips	SU_TR	72.16	57.65
tblVehicleTrips	SU_TR	25.24	6.39
tblVehicleTrips	WD_TR	6.59	5.83
tblVehicleTrips	WD_TR	6.65	4.13
tblVehicleTrips	WD_TR	11.03	6.41
tblVehicleTrips	WD_TR	127.15	65.80
tblVehicleTrips	WD_TR	8.17	3.84
tblVehicleTrips	WD_TR	89.95	62.64
tblVehicleTrips	WD_TR	42.70	9.43
tblWoodstoves	NumberCatalytic	1.25	0.00
tblWoodstoves	NumberCatalytic	48.75	0.00
tblWoodstoves	NumberNoncatalytic	1.25	0.00
tblWoodstoves	NumberNoncatalytic	48.75	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00

2.0 Emissions Summary

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	4.2865	46.4651	31.6150	0.0642	18.2675	2.0461	20.3135	9.9840	1.8824	11.8664	0.0000	6,221.4937	6,221.4937	1.9491	0.0000	6,270.2214
2022	5.7218	38.9024	47.3319	0.1455	9.8688	1.6366	10.7736	3.6558	1.5057	5.1615	0.0000	14,630.3099	14,630.3099	1.9499	0.0000	14,657.2663
2023	5.2705	26.4914	44.5936	0.1413	9.8688	0.7800	10.6488	2.6381	0.7328	3.3708	0.0000	14,210.3424	14,210.3424	1.0230	0.0000	14,235.9160
2024	237.2328	9.5610	15.0611	0.0243	1.7884	0.4698	1.8628	0.4743	0.4322	0.5476	0.0000	2,352.4178	2,352.4178	0.7175	0.0000	2,370.3550
Maximum	**237.2328**	**46.4651**	**47.3319**	**0.1455**	**18.2675**	**2.0461**	**20.3135**	**9.9840**	**1.8824**	**11.8664**	**0.0000**	**14,630.3099**	**14,630.3099**	**1.9499**	**0.0000**	**14,657.2663**

2.1 Overall Construction (Maximum Daily Emission)

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	4.2865	46.4651	31.6150	0.0642	18.2675	2.0461	20.3135	9.9840	1.8824	11.8664	0.0000	6,221.4937	6,221.4937	1.9491	0.0000	6,270.2214
2022	5.7218	38.9024	47.3319	0.1455	9.8688	1.6366	10.7736	3.6558	1.5057	5.1615	0.0000	14,630.3099	14,630.3099	1.9499	0.0000	14,657.2663
2023	5.2705	26.4914	44.5936	0.1413	9.8688	0.7800	10.6488	2.6381	0.7328	3.3708	0.0000	14,210.3424	14,210.3424	1.0230	0.0000	14,235.9160
2024	237.2328	9.5610	15.0611	0.0243	1.7884	0.4698	1.8628	0.4743	0.4322	0.5476	0.0000	2,352.4178	2,352.4178	0.7175	0.0000	2,370.3550
Maximum	**237.2328**	**46.4651**	**47.3319**	**0.1455**	**18.2675**	**2.0461**	**20.3135**	**9.9840**	**1.8824**	**11.8664**	**0.0000**	**14,630.3099**	**14,630.3099**	**1.9499**	**0.0000**	**14,657.2663**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Energy	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387
Mobile	9.5233	45.9914	110.0422	0.4681	45.9592	0.3373	46.2965	12.2950	0.3132	12.6083		47,917.8005	47,917.8005	2.1953		47,972.6839
Total	**40.7912**	**67.7872**	**202.7424**	**0.6043**	**45.9592**	**2.4640**	**48.4231**	**12.2950**	**2.4399**	**14.7349**	**0.0000**	**74,422.3787**	**74,422.3787**	**2.8429**	**0.4832**	**74,637.4417**

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Energy	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387
Mobile	9.5233	45.9914	110.0422	0.4681	45.9592	0.3373	46.2965	12.2950	0.3132	12.6083		47,917.8005	47,917.8005	2.1953		47,972.6839
Total	**40.7912**	**67.7872**	**202.7424**	**0.6043**	**45.9592**	**2.4640**	**48.4231**	**12.2950**	**2.4399**	**14.7349**	**0.0000**	**74,422.3787**	**74,422.3787**	**2.8429**	**0.4832**	**74,637.4417**

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	9/1/2021	10/12/2021	5	30	
2	Site Preparation	Site Preparation	10/13/2021	11/9/2021	5	20	
3	Grading	Grading	11/10/2021	1/11/2022	5	45	
4	Building Construction	Building Construction	1/12/2022	12/12/2023	5	500	
5	Paving	Paving	12/13/2023	1/30/2024	5	35	
6	Architectural Coating	Architectural Coating	1/31/2024	3/19/2024	5	35	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 112.5

Acres of Paving: 0

Residential Indoor: 2,025,000; Residential Outdoor: 675,000; Non-Residential Indoor: 326,400; Non-Residential Outdoor: 108,800; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Excavators	3	8.00	158	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Excavators	2	8.00	158	0.38
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Scrapers	2	8.00	367	0.48
Grading	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	458.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	801.00	143.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	160.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					3.3074	0.0000	3.3074	0.5008	0.0000	0.5008			0.0000			0.0000
Off-Road	3.1651	31.4407	21.5650	0.0388		1.5513	1.5513		1.4411	1.4411		3,747.9449	3,747.9449	1.0549		3,774.3174
Total	**3.1651**	**31.4407**	**21.5650**	**0.0388**	**3.3074**	**1.5513**	**4.8588**	**0.5008**	**1.4411**	**1.9419**		**3,747.9449**	**3,747.9449**	**1.0549**		**3,774.3174**

3.2 Demolition - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1304	4.1454	1.0182	0.0117	0.2669	0.0128	0.2797	0.0732	0.0122	0.0854		1,269.8555	1,269.8555	0.0908		1,272.1252
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0715	0.0489	0.5524	1.6100e-003	0.1677	1.3500e-003	0.1690	0.0445	1.2500e-003	0.0457		160.8377	160.8377	4.7300e-003		160.9560
Total	**0.2019**	**4.1943**	**1.5706**	**0.0133**	**0.4346**	**0.0141**	**0.4487**	**0.1176**	**0.0135**	**0.1311**		**1,430.6932**	**1,430.6932**	**0.0955**		**1,433.0812**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					3.3074	0.0000	3.3074	0.5008	0.0000	0.5008			0.0000			0.0000
Off-Road	3.1651	31.4407	21.5650	0.0388		1.5513	1.5513		1.4411	1.4411	0.0000	3,747.9449	3,747.9449	1.0549		3,774.3174
Total	**3.1651**	**31.4407**	**21.5650**	**0.0388**	**3.3074**	**1.5513**	**4.8588**	**0.5008**	**1.4411**	**1.9419**	**0.0000**	**3,747.9449**	**3,747.9449**	**1.0549**		**3,774.3174**

3.2 Demolition - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1304	4.1454	1.0182	0.0117	0.2669	0.0128	0.2797	0.0732	0.0122	0.0854		1,269.8555	1,269.8555	0.0908		1,272.1252
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0715	0.0489	0.5524	1.6100e-003	0.1677	1.3500e-003	0.1690	0.0445	1.2500e-003	0.0457		160.8377	160.8377	4.7300e-003		160.9560
Total	**0.2019**	**4.1943**	**1.5706**	**0.0133**	**0.4346**	**0.0141**	**0.4487**	**0.1176**	**0.0135**	**0.1311**		**1,430.6932**	**1,430.6932**	**0.0955**		**1,433.0812**

3.3 Site Preparation - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	3.8882	40.4971	21.1543	0.0380		2.0445	2.0445		1.8809	1.8809		3,685.6569	3,685.6569	1.1920		3,715.4573
Total	**3.8882**	**40.4971**	**21.1543**	**0.0380**	**18.0663**	**2.0445**	**20.1107**	**9.9307**	**1.8809**	**11.8116**		**3,685.6569**	**3,685.6569**	**1.1920**		**3,715.4573**

3.3 Site Preparation - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0858	0.0587	0.6629	1.9400e-003	0.2012	1.6300e-003	0.2028	0.0534	1.5000e-003	0.0549		193.0052	193.0052	5.6800e-003		193.1472
Total	**0.0858**	**0.0587**	**0.6629**	**1.9400e-003**	**0.2012**	**1.6300e-003**	**0.2028**	**0.0534**	**1.5000e-003**	**0.0549**		**193.0052**	**193.0052**	**5.6800e-003**		**193.1472**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	3.8882	40.4971	21.1543	0.0380		2.0445	2.0445		1.8809	1.8809	0.0000	3,685.6569	3,685.6569	1.1920		3,715.4573
Total	**3.8882**	**40.4971**	**21.1543**	**0.0380**	**18.0663**	**2.0445**	**20.1107**	**9.9307**	**1.8809**	**11.8116**	**0.0000**	**3,685.6569**	**3,685.6569**	**1.1920**		**3,715.4573**

3.3 Site Preparation - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0858	0.0587	0.6629	1.9400e-003	0.2012	1.6300e-003	0.2028	0.0534	1.5000e-003	0.0549		193.0052	193.0052	5.6800e-003		193.1472
Total	**0.0858**	**0.0587**	**0.6629**	**1.9400e-003**	**0.2012**	**1.6300e-003**	**0.2028**	**0.0534**	**1.5000e-003**	**0.0549**		**193.0052**	**193.0052**	**5.6800e-003**		**193.1472**

3.4 Grading - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	4.1912	46.3998	30.8785	0.0620		1.9853	1.9853		1.8265	1.8265		6,007.0434	6,007.0434	1.9428		6,055.6134
Total	**4.1912**	**46.3998**	**30.8785**	**0.0620**	**8.6733**	**1.9853**	**10.6587**	**3.5965**	**1.8265**	**5.4230**		**6,007.0434**	**6,007.0434**	**1.9428**		**6,055.6134**

3.4 Grading - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0954	0.0652	0.7365	2.1500e-003	0.2236	1.8100e-003	0.2254	0.0593	1.6600e-003	0.0610		214.4502	214.4502	6.3100e-003		214.6080
Total	**0.0954**	**0.0652**	**0.7365**	**2.1500e-003**	**0.2236**	**1.8100e-003**	**0.2254**	**0.0593**	**1.6600e-003**	**0.0610**		**214.4502**	**214.4502**	**6.3100e-003**		**214.6080**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	4.1912	46.3998	30.8785	0.0620		1.9853	1.9853		1.8265	1.8265	0.0000	6,007.0434	6,007.0434	1.9428		6,055.6134
Total	**4.1912**	**46.3998**	**30.8785**	**0.0620**	**8.6733**	**1.9853**	**10.6587**	**3.5965**	**1.8265**	**5.4230**	**0.0000**	**6,007.0434**	**6,007.0434**	**1.9428**		**6,055.6134**

3.4 Grading - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0954	0.0652	0.7365	2.1500e-003	0.2236	1.8100e-003	0.2254	0.0593	1.6600e-003	0.0610		214.4502	214.4502	6.3100e-003		214.6080
Total	**0.0954**	**0.0652**	**0.7365**	**2.1500e-003**	**0.2236**	**1.8100e-003**	**0.2254**	**0.0593**	**1.6600e-003**	**0.0610**		**214.4502**	**214.4502**	**6.3100e-003**		**214.6080**

3.4 Grading - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	3.6248	38.8435	29.0415	0.0621		1.6349	1.6349		1.5041	1.5041		6,011.4105	6,011.4105	1.9442		6,060.0158
Total	**3.6248**	**38.8435**	**29.0415**	**0.0621**	**8.6733**	**1.6349**	**10.3082**	**3.5965**	**1.5041**	**5.1006**		**6,011.4105**	**6,011.4105**	**1.9442**		**6,060.0158**

3.4 Grading - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0896	0.0589	0.6784	2.0800e-003	0.2236	1.7500e-003	0.2253	0.0593	1.6100e-003	0.0609		206.9139	206.9139	5.7000e-003		207.0563
Total	**0.0896**	**0.0589**	**0.6784**	**2.0800e-003**	**0.2236**	**1.7500e-003**	**0.2253**	**0.0593**	**1.6100e-003**	**0.0609**		**206.9139**	**206.9139**	**5.7000e-003**		**207.0563**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	3.6248	38.8435	29.0415	0.0621		1.6349	1.6349		1.5041	1.5041	0.0000	6,011.4105	6,011.4105	1.9442		6,060.0158
Total	**3.6248**	**38.8435**	**29.0415**	**0.0621**	**8.6733**	**1.6349**	**10.3082**	**3.5965**	**1.5041**	**5.1006**	**0.0000**	**6,011.4105**	**6,011.4105**	**1.9442**		**6,060.0158**

3.4 Grading - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0896	0.0589	0.6784	2.0800e-003	0.2236	1.7500e-003	0.2253	0.0593	1.6100e-003	0.0609		206.9139	206.9139	5.7000e-003		207.0563
Total	**0.0896**	**0.0589**	**0.6784**	**2.0800e-003**	**0.2236**	**1.7500e-003**	**0.2253**	**0.0593**	**1.6100e-003**	**0.0609**		**206.9139**	**206.9139**	**5.7000e-003**		**207.0563**

3.5 Building Construction - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612		2,554.3336	2,554.3336	0.6120		2,569.6322
Total	**1.7062**	**15.6156**	**16.3634**	**0.0269**		**0.8090**	**0.8090**		**0.7612**	**0.7612**		**2,554.3336**	**2,554.3336**	**0.6120**		**2,569.6322**

3.5 Building Construction - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.4284	13.1673	3.8005	0.0354	0.9155	0.0256	0.9412	0.2636	0.0245	0.2881		3,789.0750	3,789.0750	0.2381		3,795.0283
Worker	3.5872	2.3593	27.1680	0.0832	8.9533	0.0701	9.0234	2.3745	0.0646	2.4390		8,286.9013	8,286.9013	0.2282		8,292.6058
Total	**4.0156**	**15.5266**	**30.9685**	**0.1186**	**9.8688**	**0.0957**	**9.9645**	**2.6381**	**0.0891**	**2.7271**		**12,075.9763**	**12,075.9763**	**0.4663**		**12,087.6341**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612	0.0000	2,554.3336	2,554.3336	0.6120		2,569.6322
Total	**1.7062**	**15.6156**	**16.3634**	**0.0269**		**0.8090**	**0.8090**		**0.7612**	**0.7612**	**0.0000**	**2,554.3336**	**2,554.3336**	**0.6120**		**2,569.6322**

3.5 Building Construction - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.4284	13.1673	3.8005	0.0354	0.9155	0.0256	0.9412	0.2636	0.0245	0.2881		3,789.0750	3,789.0750	0.2381		3,795.0283
Worker	3.5872	2.3593	27.1680	0.0832	8.9533	0.0701	9.0234	2.3745	0.0646	2.4390		8,286.9013	8,286.9013	0.2282		8,292.6058
Total	**4.0156**	**15.5266**	**30.9685**	**0.1186**	**9.8688**	**0.0957**	**9.9645**	**2.6381**	**0.0891**	**2.7271**		**12,075.9763**	**12,075.9763**	**0.4663**		**12,087.6341**

3.5 Building Construction - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584		2,555.2099	2,555.2099	0.6079		2,570.4061
Total	**1.5728**	**14.3849**	**16.2440**	**0.0269**		**0.6997**	**0.6997**		**0.6584**	**0.6584**		**2,555.2099**	**2,555.2099**	**0.6079**		**2,570.4061**

3.5 Building Construction - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.3183	9.9726	3.3771	0.0343	0.9156	0.0122	0.9277	0.2636	0.0116	0.2752		3,671.4007	3,671.4007	0.2096		3,676.6417
Worker	3.3795	2.1338	24.9725	0.0801	8.9533	0.0681	9.0214	2.3745	0.0627	2.4372		7,983.7318	7,983.7318	0.2055		7,988.8683
Total	**3.6978**	**12.1065**	**28.3496**	**0.1144**	**9.8688**	**0.0803**	**9.9491**	**2.6381**	**0.0743**	**2.7124**		**11,655.1325**	**11,655.1325**	**0.4151**		**11,665.5099**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584	0.0000	2,555.2099	2,555.2099	0.6079		2,570.4061
Total	**1.5728**	**14.3849**	**16.2440**	**0.0269**		**0.6997**	**0.6997**		**0.6584**	**0.6584**	**0.0000**	**2,555.2099**	**2,555.2099**	**0.6079**		**2,570.4061**

3.5 Building Construction - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.3183	9.9726	3.3771	0.0343	0.9156	0.0122	0.9277	0.2636	0.0116	0.2752		3,671.4007	3,671.4007	0.2096		3,676.6417
Worker	3.3795	2.1338	24.9725	0.0801	8.9533	0.0681	9.0214	2.3745	0.0627	2.4372		7,983.7318	7,983.7318	0.2055		7,988.8683
Total	**3.6978**	**12.1065**	**28.3496**	**0.1144**	**9.8688**	**0.0803**	**9.9491**	**2.6381**	**0.0743**	**2.7124**		**11,655.1325**	**11,655.1325**	**0.4151**		**11,665.5099**

3.6 Paving - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694		2,207.5841	2,207.5841	0.7140		2,225.4336
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**1.0327**	**10.1917**	**14.5842**	**0.0228**		**0.5102**	**0.5102**		**0.4694**	**0.4694**		**2,207.5841**	**2,207.5841**	**0.7140**		**2,225.4336**

3.6 Paving - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0633	0.0400	0.4677	1.5000e-003	0.1677	1.2800e-003	0.1689	0.0445	1.1700e-003	0.0456		149.5081	149.5081	3.8500e-003		149.6043
Total	**0.0633**	**0.0400**	**0.4677**	**1.5000e-003**	**0.1677**	**1.2800e-003**	**0.1689**	**0.0445**	**1.1700e-003**	**0.0456**		**149.5081**	**149.5081**	**3.8500e-003**		**149.6043**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694	0.0000	2,207.5841	2,207.5841	0.7140		2,225.4336
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**1.0327**	**10.1917**	**14.5842**	**0.0228**		**0.5102**	**0.5102**		**0.4694**	**0.4694**	**0.0000**	**2,207.5841**	**2,207.5841**	**0.7140**		**2,225.4336**

3.6 Paving - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0633	0.0400	0.4677	1.5000e-003	0.1677	1.2800e-003	0.1689	0.0445	1.1700e-003	0.0456		149.5081	149.5081	3.8500e-003		149.6043
Total	**0.0633**	**0.0400**	**0.4677**	**1.5000e-003**	**0.1677**	**1.2800e-003**	**0.1689**	**0.0445**	**1.1700e-003**	**0.0456**		**149.5081**	**149.5081**	**3.8500e-003**		**149.6043**

3.6 Paving - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310		2,207.5472	2,207.5472	0.7140		2,225.3963
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.9882**	**9.5246**	**14.6258**	**0.0228**		**0.4685**	**0.4685**		**0.4310**	**0.4310**		**2,207.5472**	**2,207.5472**	**0.7140**		**2,225.3963**

3.6 Paving - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0601	0.0364	0.4354	1.4500e-003	0.1677	1.2600e-003	0.1689	0.0445	1.1600e-003	0.0456		144.8706	144.8706	3.5300e-003		144.9587
Total	**0.0601**	**0.0364**	**0.4354**	**1.4500e-003**	**0.1677**	**1.2600e-003**	**0.1689**	**0.0445**	**1.1600e-003**	**0.0456**		**144.8706**	**144.8706**	**3.5300e-003**		**144.9587**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310	0.0000	2,207.5472	2,207.5472	0.7140		2,225.3963
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.9882**	**9.5246**	**14.6258**	**0.0228**		**0.4685**	**0.4685**		**0.4310**	**0.4310**	**0.0000**	**2,207.5472**	**2,207.5472**	**0.7140**		**2,225.3963**

3.6 Paving - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0601	0.0364	0.4354	1.4500e-003	0.1677	1.2600e-003	0.1689	0.0445	1.1600e-003	0.0456		144.8706	144.8706	3.5300e-003		144.9587
Total	**0.0601**	**0.0364**	**0.4354**	**1.4500e-003**	**0.1677**	**1.2600e-003**	**0.1689**	**0.0445**	**1.1600e-003**	**0.0456**		**144.8706**	**144.8706**	**3.5300e-003**		**144.9587**

3.7 Architectural Coating - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	236.4115					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609		281.4481	281.4481	0.0159		281.8443
Total	**236.5923**	**1.2188**	**1.8101**	**2.9700e-003**		**0.0609**	**0.0609**		**0.0609**	**0.0609**		**281.4481**	**281.4481**	**0.0159**		**281.8443**

3.7 Architectural Coating - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.6406	0.3886	4.6439	0.0155	1.7884	0.0134	1.8018	0.4743	0.0123	0.4866		1,545.2860	1,545.2860	0.0376		1,546.2262
Total	**0.6406**	**0.3886**	**4.6439**	**0.0155**	**1.7884**	**0.0134**	**1.8018**	**0.4743**	**0.0123**	**0.4866**		**1,545.2860**	**1,545.2860**	**0.0376**		**1,546.2262**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	236.4115					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609	0.0000	281.4481	281.4481	0.0159		281.8443
Total	**236.5923**	**1.2188**	**1.8101**	**2.9700e-003**		**0.0609**	**0.0609**		**0.0609**	**0.0609**	**0.0000**	**281.4481**	**281.4481**	**0.0159**		**281.8443**

3.7 Architectural Coating - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.6406	0.3886	4.6439	0.0155	1.7884	0.0134	1.8018	0.4743	0.0123	0.4866		1,545.2860	1,545.2860	0.0376		1,546.2262
Total	**0.6406**	**0.3886**	**4.6439**	**0.0155**	**1.7884**	**0.0134**	**1.8018**	**0.4743**	**0.0123**	**0.4866**		**1,545.2860**	**1,545.2860**	**0.0376**		**1,546.2262**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	9.5233	45.9914	110.0422	0.4681	45.9592	0.3373	46.2965	12.2950	0.3132	12.6083		47,917.8005	47,917.8005	2.1953		47,972.6839
Unmitigated	9.5233	45.9914	110.0422	0.4681	45.9592	0.3373	46.2965	12.2950	0.3132	12.6083		47,917.8005	47,917.8005	2.1953		47,972.6839

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Low Rise	145.75	154.25	154.00	506,227	506,227
Apartments Mid Rise	4,026.75	3,773.25	4075.50	13,660,065	13,660,065
General Office Building	288.45	62.55	31.05	706,812	706,812
High Turnover (Sit Down Restaurant)	2,368.80	2,873.52	2817.72	3,413,937	3,413,937
Hotel	192.00	187.50	160.00	445,703	445,703
Quality Restaurant	501.12	511.92	461.20	707,488	707,488
Regional Shopping Center	528.08	601.44	357.84	1,112,221	1,112,221
Total	8,050.95	8,164.43	8,057.31	20,552,452	20,552,452

4.3 Trip Type Information

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Low Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
Apartments Mid Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
General Office Building	16.60	8.40	6.90	33.00	48.00	19.00	77	19	4
High Turnover (Sit Down	16.60	8.40	6.90	8.50	72.50	19.00	37	20	43
Hotel	16.60	8.40	6.90	19.40	61.60	19.00	58	38	4
Quality Restaurant	16.60	8.40	6.90	12.00	69.00	19.00	38	18	44
Regional Shopping Center	16.60	8.40	6.90	16.30	64.70	19.00	54	35	11

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Low Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Apartments Mid Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
General Office Building	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
High Turnover (Sit Down Restaurant)	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Hotel	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Quality Restaurant	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Regional Shopping Center	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387
NaturalGas Unmitigated	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Low Rise	1119.16	0.0121	0.1031	0.0439	6.6000e-004		8.3400e-003	8.3400e-003		8.3400e-003	8.3400e-003		131.6662	131.6662	2.5200e-003	2.4100e-003	132.4486
Apartments Mid Rise	35784.3	0.3859	3.2978	1.4033	0.0211		0.2666	0.2666		0.2666	0.2666		4,209.9164	4,209.9164	0.0807	0.0772	4,234.9339
General Office Building	1283.42	0.0138	0.1258	0.1057	7.5000e-004		9.5600e-003	9.5600e-003		9.5600e-003	9.5600e-003		150.9911	150.9911	2.8900e-003	2.7700e-003	151.8884
High Turnover (Sit Down Restaurant)	22759.9	0.2455	2.2314	1.8743	0.0134		0.1696	0.1696		0.1696	0.1696		2,677.6342	2,677.6342	0.0513	0.0491	2,693.5460
Hotel	4769.72	0.0514	0.4676	0.3928	2.8100e-003		0.0355	0.0355		0.0355	0.0355		561.1436	561.1436	0.0108	0.0103	564.4782
Quality Restaurant	5057.75	0.0545	0.4959	0.4165	2.9800e-003		0.0377	0.0377		0.0377	0.0377		595.0298	595.0298	0.0114	0.0109	598.5658
Regional Shopping Center	251.616	2.7100e-003	0.0247	0.0207	1.5000e-004		1.8700e-003	1.8700e-003		1.8700e-003	1.8700e-003		29.6019	29.6019	5.7000e-004	5.4000e-004	29.7778
Total		**0.7660**	**6.7463**	**4.2573**	**0.0418**		**0.5292**	**0.5292**		**0.5292**	**0.5292**		**8,355.9832**	**8,355.9832**	**0.1602**	**0.1532**	**8,405.6387**

5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day											lb/day				
Apartments Low Rise	1.11916	0.0121	0.1031	0.0439	6.6000e-004		8.3400e-003	8.3400e-003		8.3400e-003	8.3400e-003		131.6662	131.6662	2.5200e-003	2.4100e-003	132.4486
Apartments Mid Rise	35.7843	0.3859	3.2978	1.4033	0.0211		0.2666	0.2666		0.2666	0.2666		4,209.9164	4,209.9164	0.0807	0.0772	4,234.9339
General Office Building	1.28342	0.0138	0.1258	0.1057	7.5000e-004		9.5600e-003	9.5600e-003		9.5600e-003	9.5600e-003		150.9911	150.9911	2.8900e-003	2.7700e-003	151.8884
High Turnover (Sit Down Restaurant)	22.7599	0.2455	2.2314	1.8743	0.0134		0.1696	0.1696		0.1696	0.1696		2,677.6342	2,677.6342	0.0513	0.0491	2,693.5460
Hotel	4.76972	0.0514	0.4676	0.3928	2.8100e-003		0.0355	0.0355		0.0355	0.0355		561.1436	561.1436	0.0108	0.0103	564.4782
Quality Restaurant	5.05775	0.0545	0.4959	0.4165	2.9800e-003		0.0377	0.0377		0.0377	0.0377		595.0298	595.0298	0.0114	0.0109	598.5658
Regional Shopping Center	0.251616	2.7100e-003	0.0247	0.0207	1.5000e-004		1.8700e-003	1.8700e-003		1.8700e-003	1.8700e-003		29.6019	29.6019	5.7000e-004	5.4000e-004	29.7778
Total		**0.7660**	**6.7463**	**4.2573**	**0.0418**		**0.5292**	**0.5292**		**0.5292**	**0.5292**		**8,355.9832**	**8,355.9832**	**0.1602**	**0.1532**	**8,405.6387**

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Unmitigated	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	2.2670					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	24.1085					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	1.6500	14.1000	6.0000	0.0900		1.1400	1.1400		1.1400	1.1400	0.0000	18,000.0000	18,000.0000	0.3450	0.3300	18,106.9650
Landscaping	2.4766	0.9496	82.4430	4.3600e-003		0.4574	0.4574		0.4574	0.4574		148.5950	148.5950	0.1424		152.1542
Total	**30.5020**	**15.0496**	**88.4430**	**0.0944**		**1.5974**	**1.5974**		**1.5974**	**1.5974**	**0.0000**	**18,148.5950**	**18,148.5950**	**0.4874**	**0.3300**	**18,259.1192**

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	2.2670					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	24.1085					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	1.6500	14.1000	6.0000	0.0900		1.1400	1.1400		1.1400	1.1400	0.0000	18,000.0000	18,000.0000	0.3450	0.3300	18,106.9650
Landscaping	2.4766	0.9496	82.4430	4.3600e-003		0.4574	0.4574		0.4574	0.4574		148.5950	148.5950	0.1424		152.1542
Total	**30.5020**	**15.0496**	**88.4430**	**0.0944**		**1.5974**	**1.5974**		**1.5974**	**1.5974**	**0.0000**	**18,148.5950**	**18,148.5950**	**0.4874**	**0.3300**	**18,259.1192**

7.0 Water Detail

7.1 Mitigation Measures Water

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

Village South Specific Plan (Proposed)
Los Angeles-South Coast County, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	45.00	1000sqft	1.03	45,000.00	0
High Turnover (Sit Down Restaurant)	36.00	1000sqft	0.83	36,000.00	0
Hotel	50.00	Room	1.67	72,600.00	0
Quality Restaurant	8.00	1000sqft	0.18	8,000.00	0
Apartments Low Rise	25.00	Dwelling Unit	1.56	25,000.00	72
Apartments Mid Rise	975.00	Dwelling Unit	25.66	975,000.00	2789
Regional Shopping Center	56.00	1000sqft	1.29	56,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	33
Climate Zone	9			**Operational Year**	2028
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	702.44	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

1.3 User Entered Comments & Non-Default Data

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

Project Characteristics - Consistent with the DEIR's model.

Land Use - See SWAPE comment regarding residential and retail land uses.

Construction Phase - See SWAPE comment regarding individual construction phase lengths.

Demolition - Consistent with the DEIR's model. See SWAPE comment regarding demolition.

Vehicle Trips - Saturday trips consistent with the DEIR's model. See SWAPE comment regarding weekday and Sunday trips.

Woodstoves - Woodstoves and wood-burning fireplaces consistent with the DEIR's model. See SWAPE comment regarding gas fireplaces.

Energy Use -

Construction Off-road Equipment Mitigation - See SWAPE comment on construction-related mitigation.

Area Mitigation - See SWAPE comment regarding operational mitigation measures.

Water Mitigation - See SWAPE comment regarding operational mitigation measures.

Trips and VMT - Local hire provision

Table Name	Column Name	Default Value	New Value
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	NumberWood	1.25	0.00
tblFireplaces	NumberWood	48.75	0.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblVehicleTrips	ST_TR	7.16	6.17
tblVehicleTrips	ST_TR	6.39	3.87
tblVehicleTrips	ST_TR	2.46	1.39
tblVehicleTrips	ST_TR	158.37	79.82

tblVehicleTrips	ST_TR	8.19	3.75
tblVehicleTrips	ST_TR	94.36	63.99
tblVehicleTrips	ST_TR	49.97	10.74
tblVehicleTrips	SU_TR	6.07	6.16
tblVehicleTrips	SU_TR	5.86	4.18
tblVehicleTrips	SU_TR	1.05	0.69
tblVehicleTrips	SU_TR	131.84	78.27
tblVehicleTrips	SU_TR	5.95	3.20
tblVehicleTrips	SU_TR	72.16	57.65
tblVehicleTrips	SU_TR	25.24	6.39
tblVehicleTrips	WD_TR	6.59	5.83
tblVehicleTrips	WD_TR	6.65	4.13
tblVehicleTrips	WD_TR	11.03	6.41
tblVehicleTrips	WD_TR	127.15	65.80
tblVehicleTrips	WD_TR	8.17	3.84
tblVehicleTrips	WD_TR	89.95	62.64
tblVehicleTrips	WD_TR	42.70	9.43
tblWoodstoves	NumberCatalytic	1.25	0.00
tblWoodstoves	NumberCatalytic	48.75	0.00
tblWoodstoves	NumberNoncatalytic	1.25	0.00
tblWoodstoves	NumberNoncatalytic	48.75	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00

2.0 Emissions Summary

2.1 Overall Construction

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2021	0.1704	1.8234	1.1577	2.3800e-003	0.4141	0.0817	0.4958	0.1788	0.0754	0.2542	0.0000	210.7654	210.7654	0.0600	0.0000	212.2661
2022	0.5865	4.0240	5.1546	0.0155	0.9509	0.1175	1.0683	0.2518	0.1103	0.3621	0.0000	1,418.6554	1,418.6554	0.1215	0.0000	1,421.6925
2023	0.5190	3.2850	4.7678	0.0147	0.8497	0.0971	0.9468	0.2283	0.0912	0.3195	0.0000	1,342.4412	1,342.4412	0.1115	0.0000	1,345.2291
2024	4.1592	0.1313	0.2557	5.0000e-004	0.0221	6.3900e-003	0.0285	5.8700e-003	5.9700e-003	0.0118	0.0000	44.6355	44.6355	7.8300e-003	0.0000	44.8311
Maximum	**4.1592**	**4.0240**	**5.1546**	**0.0155**	**0.9509**	**0.1175**	**1.0683**	**0.2518**	**0.1103**	**0.3621**	**0.0000**	**1,418.6554**	**1,418.6554**	**0.1215**	**0.0000**	**1,421.6925**

2.1 Overall Construction

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2021	0.1704	1.8234	1.1577	2.3800e-003	0.4141	0.0817	0.4958	0.1788	0.0754	0.2542	0.0000	210.7651	210.7651	0.0600	0.0000	212.2658
2022	0.5865	4.0240	5.1546	0.0155	0.9509	0.1175	1.0683	0.2518	0.1103	0.3621	0.0000	1,418.6550	1,418.6550	0.1215	0.0000	1,421.6921
2023	0.5190	3.2850	4.7678	0.0147	0.8497	0.0971	0.9468	0.2283	0.0912	0.3195	0.0000	1,342.4409	1,342.4409	0.1115	0.0000	1,345.2287
2024	4.1592	0.1313	0.2557	5.0000e-004	0.0221	6.3900e-003	0.0285	5.8700e-003	5.9700e-003	0.0118	0.0000	44.6354	44.6354	7.8300e-003	0.0000	44.8311
Maximum	**4.1592**	**4.0240**	**5.1546**	**0.0155**	**0.9509**	**0.1175**	**1.0683**	**0.2518**	**0.1103**	**0.3621**	**0.0000**	**1,418.6550**	**1,418.6550**	**0.1215**	**0.0000**	**1,421.6921**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	9-1-2021	11-30-2021	1.4091	1.4091
2	12-1-2021	2-28-2022	1.3329	1.3329
3	3-1-2022	5-31-2022	1.1499	1.1499
4	6-1-2022	8-31-2022	1.1457	1.1457
5	9-1-2022	11-30-2022	1.1415	1.1415
6	12-1-2022	2-28-2023	1.0278	1.0278
7	3-1-2023	5-31-2023	0.9868	0.9868
8	6-1-2023	8-31-2023	0.9831	0.9831

9	9-1-2023	11-30-2023	0.9798	0.9798
10	12-1-2023	2-29-2024	2.8757	2.8757
11	3-1-2024	5-31-2024	1.6188	1.6188
		Highest	2.8757	2.8757

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	5.1437	0.2950	10.3804	1.6700e-003		0.0714	0.0714		0.0714	0.0714	0.0000	220.9670	220.9670	0.0201	3.7400e-003	222.5835
Energy	0.1398	1.2312	0.7770	7.6200e-003		0.0966	0.0966		0.0966	0.0966	0.0000	3,896.0732	3,896.0732	0.1303	0.0468	3,913.2833
Mobile	1.5857	7.9962	19.1834	0.0821	7.7979	0.0580	7.8559	2.0895	0.0539	2.1434	0.0000	7,620.4986	7,620.4986	0.3407	0.0000	7,629.0162
Waste						0.0000	0.0000		0.0000	0.0000	207.8079	0.0000	207.8079	12.2811	0.0000	514.8354
Water						0.0000	0.0000		0.0000	0.0000	29.1632	556.6420	585.8052	3.0183	0.0755	683.7567
Total	**6.8692**	**9.5223**	**30.3407**	**0.0914**	**7.7979**	**0.2260**	**8.0240**	**2.0895**	**0.2219**	**2.3114**	**236.9712**	**12,294.1807**	**12,531.1519**	**15.7904**	**0.1260**	**12,963.4751**

2.2 Overall Operational

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	5.1437	0.2950	10.3804	1.6700e-003		0.0714	0.0714		0.0714	0.0714	0.0000	220.9670	220.9670	0.0201	3.7400e-003	222.5835
Energy	0.1398	1.2312	0.7770	7.6200e-003		0.0966	0.0966		0.0966	0.0966	0.0000	3,896.0732	3,896.0732	0.1303	0.0468	3,913.2833
Mobile	1.5857	7.9962	19.1834	0.0821	7.7979	0.0580	7.8559	2.0895	0.0539	2.1434	0.0000	7,620.4986	7,620.4986	0.3407	0.0000	7,629.0162
Waste						0.0000	0.0000		0.0000	0.0000	207.8079	0.0000	207.8079	12.2811	0.0000	514.8354
Water						0.0000	0.0000		0.0000	0.0000	29.1632	556.6420	585.8052	3.0183	0.0755	683.7567
Total	**6.8692**	**9.5223**	**30.3407**	**0.0914**	**7.7979**	**0.2260**	**8.0240**	**2.0895**	**0.2219**	**2.3114**	**236.9712**	**12,294.1807**	**12,531.1519**	**15.7904**	**0.1260**	**12,963.4751**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

3.0 Construction Detail

Construction Phase

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	9/1/2021	10/12/2021	5	30	
2	Site Preparation	Site Preparation	10/13/2021	11/9/2021	5	20	
3	Grading	Grading	11/10/2021	1/11/2022	5	45	
4	Building Construction	Building Construction	1/12/2022	12/12/2023	5	500	
5	Paving	Paving	12/13/2023	1/30/2024	5	35	
6	Architectural Coating	Architectural Coating	1/31/2024	3/19/2024	5	35	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 112.5

Acres of Paving: 0

Residential Indoor: 2,025,000; Residential Outdoor: 675,000; Non-Residential Indoor: 326,400; Non-Residential Outdoor: 108,800; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Excavators	3	8.00	158	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Excavators	2	8.00	158	0.38
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Scrapers	2	8.00	367	0.48
Grading	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	458.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	801.00	143.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	160.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0496	0.0000	0.0496	7.5100e-003	0.0000	7.5100e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0475	0.4716	0.3235	5.8000e-004		0.0233	0.0233		0.0216	0.0216	0.0000	51.0012	51.0012	0.0144	0.0000	51.3601
Total	**0.0475**	**0.4716**	**0.3235**	**5.8000e-004**	**0.0496**	**0.0233**	**0.0729**	**7.5100e-003**	**0.0216**	**0.0291**	**0.0000**	**51.0012**	**51.0012**	**0.0144**	**0.0000**	**51.3601**

3.2 Demolition - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.9300e-003	0.0634	0.0148	1.8000e-004	3.9400e-003	1.9000e-004	4.1300e-003	1.0800e-003	1.8000e-004	1.2600e-003	0.0000	17.4566	17.4566	1.2100e-003	0.0000	17.4869
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	7.2000e-004	5.3000e-004	6.0900e-003	2.0000e-005	1.6800e-003	1.0000e-005	1.6900e-003	4.5000e-004	1.0000e-005	4.6000e-004	0.0000	1.5281	1.5281	5.0000e-005	0.0000	1.5293
Total	**2.6500e-003**	**0.0639**	**0.0209**	**2.0000e-004**	**5.6200e-003**	**2.0000e-004**	**5.8200e-003**	**1.5300e-003**	**1.9000e-004**	**1.7200e-003**	**0.0000**	**18.9847**	**18.9847**	**1.2600e-003**	**0.0000**	**19.0161**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0496	0.0000	0.0496	7.5100e-003	0.0000	7.5100e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0475	0.4716	0.3235	5.8000e-004		0.0233	0.0233		0.0216	0.0216	0.0000	51.0011	51.0011	0.0144	0.0000	51.3600
Total	**0.0475**	**0.4716**	**0.3235**	**5.8000e-004**	**0.0496**	**0.0233**	**0.0729**	**7.5100e-003**	**0.0216**	**0.0291**	**0.0000**	**51.0011**	**51.0011**	**0.0144**	**0.0000**	**51.3600**

3.2 Demolition - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.9300e-003	0.0634	0.0148	1.8000e-004	3.9400e-003	1.9000e-004	4.1300e-003	1.0800e-003	1.8000e-004	1.2600e-003	0.0000	17.4566	17.4566	1.2100e-003	0.0000	17.4869
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	7.2000e-004	5.3000e-004	6.0900e-003	2.0000e-005	1.6800e-003	1.0000e-005	1.6900e-003	4.5000e-004	1.0000e-005	4.6000e-004	0.0000	1.5281	1.5281	5.0000e-005	0.0000	1.5293
Total	**2.6500e-003**	**0.0639**	**0.0209**	**2.0000e-004**	**5.6200e-003**	**2.0000e-004**	**5.8200e-003**	**1.5300e-003**	**1.9000e-004**	**1.7200e-003**	**0.0000**	**18.9847**	**18.9847**	**1.2600e-003**	**0.0000**	**19.0161**

3.3 Site Preparation - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1807	0.0000	0.1807	0.0993	0.0000	0.0993	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0389	0.4050	0.2115	3.8000e-004		0.0204	0.0204		0.0188	0.0188	0.0000	33.4357	33.4357	0.0108	0.0000	33.7061
Total	**0.0389**	**0.4050**	**0.2115**	**3.8000e-004**	**0.1807**	**0.0204**	**0.2011**	**0.0993**	**0.0188**	**0.1181**	**0.0000**	**33.4357**	**33.4357**	**0.0108**	**0.0000**	**33.7061**

3.3 Site Preparation - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.8000e-004	4.3000e-004	4.8700e-003	1.0000e-005	1.3400e-003	1.0000e-005	1.3500e-003	3.6000e-004	1.0000e-005	3.7000e-004	0.0000	1.2225	1.2225	4.0000e-005	0.0000	1.2234
Total	**5.8000e-004**	**4.3000e-004**	**4.8700e-003**	**1.0000e-005**	**1.3400e-003**	**1.0000e-005**	**1.3500e-003**	**3.6000e-004**	**1.0000e-005**	**3.7000e-004**	**0.0000**	**1.2225**	**1.2225**	**4.0000e-005**	**0.0000**	**1.2234**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1807	0.0000	0.1807	0.0993	0.0000	0.0993	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0389	0.4050	0.2115	3.8000e-004		0.0204	0.0204		0.0188	0.0188	0.0000	33.4357	33.4357	0.0108	0.0000	33.7060
Total	**0.0389**	**0.4050**	**0.2115**	**3.8000e-004**	**0.1807**	**0.0204**	**0.2011**	**0.0993**	**0.0188**	**0.1181**	**0.0000**	**33.4357**	**33.4357**	**0.0108**	**0.0000**	**33.7060**

3.3 Site Preparation - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.8000e-004	4.3000e-004	4.8700e-003	1.0000e-005	1.3400e-003	1.0000e-005	1.3500e-003	3.6000e-004	1.0000e-005	3.7000e-004	0.0000	1.2225	1.2225	4.0000e-005	0.0000	1.2234
Total	**5.8000e-004**	**4.3000e-004**	**4.8700e-003**	**1.0000e-005**	**1.3400e-003**	**1.0000e-005**	**1.3500e-003**	**3.6000e-004**	**1.0000e-005**	**3.7000e-004**	**0.0000**	**1.2225**	**1.2225**	**4.0000e-005**	**0.0000**	**1.2234**

3.4 Grading - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1741	0.0000	0.1741	0.0693	0.0000	0.0693	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0796	0.8816	0.5867	1.1800e-003		0.0377	0.0377		0.0347	0.0347	0.0000	103.5405	103.5405	0.0335	0.0000	104.3776
Total	**0.0796**	**0.8816**	**0.5867**	**1.1800e-003**	**0.1741**	**0.0377**	**0.2118**	**0.0693**	**0.0347**	**0.1040**	**0.0000**	**103.5405**	**103.5405**	**0.0335**	**0.0000**	**104.3776**

3.4 Grading - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.2200e-003	9.0000e-004	0.0103	3.0000e-005	2.8300e-003	2.0000e-005	2.8600e-003	7.5000e-004	2.0000e-005	7.8000e-004	0.0000	2.5808	2.5808	8.0000e-005	0.0000	2.5828
Total	**1.2200e-003**	**9.0000e-004**	**0.0103**	**3.0000e-005**	**2.8300e-003**	**2.0000e-005**	**2.8600e-003**	**7.5000e-004**	**2.0000e-005**	**7.8000e-004**	**0.0000**	**2.5808**	**2.5808**	**8.0000e-005**	**0.0000**	**2.5828**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1741	0.0000	0.1741	0.0693	0.0000	0.0693	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0796	0.8816	0.5867	1.1800e-003		0.0377	0.0377		0.0347	0.0347	0.0000	103.5403	103.5403	0.0335	0.0000	104.3775
Total	**0.0796**	**0.8816**	**0.5867**	**1.1800e-003**	**0.1741**	**0.0377**	**0.2118**	**0.0693**	**0.0347**	**0.1040**	**0.0000**	**103.5403**	**103.5403**	**0.0335**	**0.0000**	**104.3775**

3.4 Grading - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.2200e-003	9.0000e-004	0.0103	3.0000e-005	2.8300e-003	2.0000e-005	2.8600e-003	7.5000e-004	2.0000e-005	7.8000e-004	0.0000	2.5808	2.5808	8.0000e-005	0.0000	2.5828
Total	**1.2200e-003**	**9.0000e-004**	**0.0103**	**3.0000e-005**	**2.8300e-003**	**2.0000e-005**	**2.8600e-003**	**7.5000e-004**	**2.0000e-005**	**7.8000e-004**	**0.0000**	**2.5808**	**2.5808**	**8.0000e-005**	**0.0000**	**2.5828**

3.4 Grading - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0807	0.0000	0.0807	0.0180	0.0000	0.0180	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0127	0.1360	0.1017	2.2000e-004		5.7200e-003	5.7200e-003		5.2600e-003	5.2600e-003	0.0000	19.0871	19.0871	6.1700e-003	0.0000	19.2414
Total	**0.0127**	**0.1360**	**0.1017**	**2.2000e-004**	**0.0807**	**5.7200e-003**	**0.0865**	**0.0180**	**5.2600e-003**	**0.0233**	**0.0000**	**19.0871**	**19.0871**	**6.1700e-003**	**0.0000**	**19.2414**

3.4 Grading - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.1000e-004	1.5000e-004	1.7400e-003	1.0000e-005	5.2000e-004	0.0000	5.3000e-004	1.4000e-004	0.0000	1.4000e-004	0.0000	0.4587	0.4587	1.0000e-005	0.0000	0.4590
Total	**2.1000e-004**	**1.5000e-004**	**1.7400e-003**	**1.0000e-005**	**5.2000e-004**	**0.0000**	**5.3000e-004**	**1.4000e-004**	**0.0000**	**1.4000e-004**	**0.0000**	**0.4587**	**0.4587**	**1.0000e-005**	**0.0000**	**0.4590**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0807	0.0000	0.0807	0.0180	0.0000	0.0180	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0127	0.1360	0.1017	2.2000e-004		5.7200e-003	5.7200e-003		5.2600e-003	5.2600e-003	0.0000	19.0871	19.0871	6.1700e-003	0.0000	19.2414
Total	**0.0127**	**0.1360**	**0.1017**	**2.2000e-004**	**0.0807**	**5.7200e-003**	**0.0865**	**0.0180**	**5.2600e-003**	**0.0233**	**0.0000**	**19.0871**	**19.0871**	**6.1700e-003**	**0.0000**	**19.2414**

3.4 Grading - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.1000e-004	1.5000e-004	1.7400e-003	1.0000e-005	5.2000e-004	0.0000	5.3000e-004	1.4000e-004	0.0000	1.4000e-004	0.0000	0.4587	0.4587	1.0000e-005	0.0000	0.4590
Total	**2.1000e-004**	**1.5000e-004**	**1.7400e-003**	**1.0000e-005**	**5.2000e-004**	**0.0000**	**5.3000e-004**	**1.4000e-004**	**0.0000**	**1.4000e-004**	**0.0000**	**0.4587**	**0.4587**	**1.0000e-005**	**0.0000**	**0.4590**

3.5 Building Construction - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.2158	1.9754	2.0700	3.4100e-003		0.1023	0.1023		0.0963	0.0963	0.0000	293.1324	293.1324	0.0702	0.0000	294.8881
Total	**0.2158**	**1.9754**	**2.0700**	**3.4100e-003**		**0.1023**	**0.1023**		**0.0963**	**0.0963**	**0.0000**	**293.1324**	**293.1324**	**0.0702**	**0.0000**	**294.8881**

3.5 Building Construction - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0527	1.6961	0.4580	4.5500e-003	0.1140	3.1800e-003	0.1171	0.0329	3.0400e-003	0.0359	0.0000	441.9835	441.9835	0.0264	0.0000	442.6435
Worker	0.3051	0.2164	2.5233	7.3500e-003	0.7557	6.2300e-003	0.7619	0.2007	5.7400e-003	0.2065	0.0000	663.9936	663.9936	0.0187	0.0000	664.4604
Total	**0.3578**	**1.9125**	**2.9812**	**0.0119**	**0.8696**	**9.4100e-003**	**0.8790**	**0.2336**	**8.7800e-003**	**0.2424**	**0.0000**	**1,105.9771**	**1,105.9771**	**0.0451**	**0.0000**	**1,107.1039**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.2158	1.9754	2.0700	3.4100e-003		0.1023	0.1023		0.0963	0.0963	0.0000	293.1321	293.1321	0.0702	0.0000	294.8877
Total	**0.2158**	**1.9754**	**2.0700**	**3.4100e-003**		**0.1023**	**0.1023**		**0.0963**	**0.0963**	**0.0000**	**293.1321**	**293.1321**	**0.0702**	**0.0000**	**294.8877**

3.5 Building Construction - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0527	1.6961	0.4580	4.5500e-003	0.1140	3.1800e-003	0.1171	0.0329	3.0400e-003	0.0359	0.0000	441.9835	441.9835	0.0264	0.0000	442.6435
Worker	0.3051	0.2164	2.5233	7.3500e-003	0.7557	6.2300e-003	0.7619	0.2007	5.7400e-003	0.2065	0.0000	663.9936	663.9936	0.0187	0.0000	664.4604
Total	**0.3578**	**1.9125**	**2.9812**	**0.0119**	**0.8696**	**9.4100e-003**	**0.8790**	**0.2336**	**8.7800e-003**	**0.2424**	**0.0000**	**1,105.9771**	**1,105.9771**	**0.0451**	**0.0000**	**1,107.1039**

3.5 Building Construction - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1942	1.7765	2.0061	3.3300e-003		0.0864	0.0864		0.0813	0.0813	0.0000	286.2789	286.2789	0.0681	0.0000	287.9814
Total	**0.1942**	**1.7765**	**2.0061**	**3.3300e-003**		**0.0864**	**0.0864**		**0.0813**	**0.0813**	**0.0000**	**286.2789**	**286.2789**	**0.0681**	**0.0000**	**287.9814**

3.5 Building Construction - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0382	1.2511	0.4011	4.3000e-003	0.1113	1.4600e-003	0.1127	0.0321	1.4000e-003	0.0335	0.0000	417.9930	417.9930	0.0228	0.0000	418.5624
Worker	0.2795	0.1910	2.2635	6.9100e-003	0.7377	5.9100e-003	0.7436	0.1960	5.4500e-003	0.2014	0.0000	624.5363	624.5363	0.0164	0.0000	624.9466
Total	**0.3177**	**1.4420**	**2.6646**	**0.0112**	**0.8490**	**7.3700e-003**	**0.8564**	**0.2281**	**6.8500e-003**	**0.2349**	**0.0000**	**1,042.5294**	**1,042.5294**	**0.0392**	**0.0000**	**1,043.5090**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1942	1.7765	2.0061	3.3300e-003		0.0864	0.0864		0.0813	0.0813	0.0000	286.2785	286.2785	0.0681	0.0000	287.9811
Total	**0.1942**	**1.7765**	**2.0061**	**3.3300e-003**		**0.0864**	**0.0864**		**0.0813**	**0.0813**	**0.0000**	**286.2785**	**286.2785**	**0.0681**	**0.0000**	**287.9811**

3.5 Building Construction - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0382	1.2511	0.4011	4.3000e-003	0.1113	1.4600e-003	0.1127	0.0321	1.4000e-003	0.0335	0.0000	417.9930	417.9930	0.0228	0.0000	418.5624
Worker	0.2795	0.1910	2.2635	6.9100e-003	0.7377	5.9100e-003	0.7436	0.1960	5.4500e-003	0.2014	0.0000	624.5363	624.5363	0.0164	0.0000	624.9466
Total	**0.3177**	**1.4420**	**2.6646**	**0.0112**	**0.8490**	**7.3700e-003**	**0.8564**	**0.2281**	**6.8500e-003**	**0.2349**	**0.0000**	**1,042.5294**	**1,042.5294**	**0.0392**	**0.0000**	**1,043.5090**

3.6 Paving - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	6.7100e-003	0.0663	0.0948	1.5000e-004		3.3200e-003	3.3200e-003		3.0500e-003	3.0500e-003	0.0000	13.0175	13.0175	4.2100e-003	0.0000	13.1227
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**6.7100e-003**	**0.0663**	**0.0948**	**1.5000e-004**		**3.3200e-003**	**3.3200e-003**		**3.0500e-003**	**3.0500e-003**	**0.0000**	**13.0175**	**13.0175**	**4.2100e-003**	**0.0000**	**13.1227**

3.6 Paving - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.8000e-004	1.9000e-004	2.2300e-003	1.0000e-005	7.3000e-004	1.0000e-005	7.3000e-004	1.9000e-004	1.0000e-005	2.0000e-004	0.0000	0.6156	0.6156	2.0000e-005	0.0000	0.6160
Total	**2.8000e-004**	**1.9000e-004**	**2.2300e-003**	**1.0000e-005**	**7.3000e-004**	**1.0000e-005**	**7.3000e-004**	**1.9000e-004**	**1.0000e-005**	**2.0000e-004**	**0.0000**	**0.6156**	**0.6156**	**2.0000e-005**	**0.0000**	**0.6160**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	6.7100e-003	0.0663	0.0948	1.5000e-004		3.3200e-003	3.3200e-003		3.0500e-003	3.0500e-003	0.0000	13.0175	13.0175	4.2100e-003	0.0000	13.1227
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**6.7100e-003**	**0.0663**	**0.0948**	**1.5000e-004**		**3.3200e-003**	**3.3200e-003**		**3.0500e-003**	**3.0500e-003**	**0.0000**	**13.0175**	**13.0175**	**4.2100e-003**	**0.0000**	**13.1227**

3.6 Paving - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.8000e-004	1.9000e-004	2.2300e-003	1.0000e-005	7.3000e-004	1.0000e-005	7.3000e-004	1.9000e-004	1.0000e-005	2.0000e-004	0.0000	0.6156	0.6156	2.0000e-005	0.0000	0.6160
Total	**2.8000e-004**	**1.9000e-004**	**2.2300e-003**	**1.0000e-005**	**7.3000e-004**	**1.0000e-005**	**7.3000e-004**	**1.9000e-004**	**1.0000e-005**	**2.0000e-004**	**0.0000**	**0.6156**	**0.6156**	**2.0000e-005**	**0.0000**	**0.6160**

3.6 Paving - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0109	0.1048	0.1609	2.5000e-004		5.1500e-003	5.1500e-003		4.7400e-003	4.7400e-003	0.0000	22.0292	22.0292	7.1200e-003	0.0000	22.2073
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0109**	**0.1048**	**0.1609**	**2.5000e-004**		**5.1500e-003**	**5.1500e-003**		**4.7400e-003**	**4.7400e-003**	**0.0000**	**22.0292**	**22.0292**	**7.1200e-003**	**0.0000**	**22.2073**

3.6 Paving - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.4000e-004	2.9000e-004	3.5100e-003	1.0000e-005	1.2300e-003	1.0000e-005	1.2400e-003	3.3000e-004	1.0000e-005	3.4000e-004	0.0000	1.0094	1.0094	3.0000e-005	0.0000	1.0100
Total	**4.4000e-004**	**2.9000e-004**	**3.5100e-003**	**1.0000e-005**	**1.2300e-003**	**1.0000e-005**	**1.2400e-003**	**3.3000e-004**	**1.0000e-005**	**3.4000e-004**	**0.0000**	**1.0094**	**1.0094**	**3.0000e-005**	**0.0000**	**1.0100**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0109	0.1048	0.1609	2.5000e-004		5.1500e-003	5.1500e-003		4.7400e-003	4.7400e-003	0.0000	22.0292	22.0292	7.1200e-003	0.0000	22.2073
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**0.0109**	**0.1048**	**0.1609**	**2.5000e-004**		**5.1500e-003**	**5.1500e-003**		**4.7400e-003**	**4.7400e-003**	**0.0000**	**22.0292**	**22.0292**	**7.1200e-003**	**0.0000**	**22.2073**

3.6 Paving - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	4.4000e-004	2.9000e-004	3.5100e-003	1.0000e-005	1.2300e-003	1.0000e-005	1.2400e-003	3.3000e-004	1.0000e-005	3.4000e-004	0.0000	1.0094	1.0094	3.0000e-005	0.0000	1.0100
Total	**4.4000e-004**	**2.9000e-004**	**3.5100e-003**	**1.0000e-005**	**1.2300e-003**	**1.0000e-005**	**1.2400e-003**	**3.3000e-004**	**1.0000e-005**	**3.4000e-004**	**0.0000**	**1.0094**	**1.0094**	**3.0000e-005**	**0.0000**	**1.0100**

3.7 Architectural Coating - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	4.1372					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	3.1600e-003	0.0213	0.0317	5.0000e-005		1.0700e-003	1.0700e-003		1.0700e-003	1.0700e-003	0.0000	4.4682	4.4682	2.5000e-004	0.0000	4.4745
Total	**4.1404**	**0.0213**	**0.0317**	**5.0000e-005**		**1.0700e-003**	**1.0700e-003**		**1.0700e-003**	**1.0700e-003**	**0.0000**	**4.4682**	**4.4682**	**2.5000e-004**	**0.0000**	**4.4745**

3.7 Architectural Coating - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	7.4800e-003	4.9300e-003	0.0596	1.9000e-004	0.0209	1.6000e-004	0.0211	5.5500e-003	1.5000e-004	5.7000e-003	0.0000	17.1287	17.1287	4.3000e-004	0.0000	17.1394
Total	**7.4800e-003**	**4.9300e-003**	**0.0596**	**1.9000e-004**	**0.0209**	**1.6000e-004**	**0.0211**	**5.5500e-003**	**1.5000e-004**	**5.7000e-003**	**0.0000**	**17.1287**	**17.1287**	**4.3000e-004**	**0.0000**	**17.1394**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	4.1372					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	3.1600e-003	0.0213	0.0317	5.0000e-005		1.0700e-003	1.0700e-003		1.0700e-003	1.0700e-003	0.0000	4.4682	4.4682	2.5000e-004	0.0000	4.4745
Total	**4.1404**	**0.0213**	**0.0317**	**5.0000e-005**		**1.0700e-003**	**1.0700e-003**		**1.0700e-003**	**1.0700e-003**	**0.0000**	**4.4682**	**4.4682**	**2.5000e-004**	**0.0000**	**4.4745**

3.7 Architectural Coating - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	7.4800e-003	4.9300e-003	0.0596	1.9000e-004	0.0209	1.6000e-004	0.0211	5.5500e-003	1.5000e-004	5.7000e-003	0.0000	17.1287	17.1287	4.3000e-004	0.0000	17.1394
Total	**7.4800e-003**	**4.9300e-003**	**0.0596**	**1.9000e-004**	**0.0209**	**1.6000e-004**	**0.0211**	**5.5500e-003**	**1.5000e-004**	**5.7000e-003**	**0.0000**	**17.1287**	**17.1287**	**4.3000e-004**	**0.0000**	**17.1394**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	1.5857	7.9962	19.1834	0.0821	7.7979	0.0580	7.8559	2.0895	0.0539	2.1434	0.0000	7,620.4986	7,620.4986	0.3407	0.0000	7,629.0162
Unmitigated	1.5857	7.9962	19.1834	0.0821	7.7979	0.0580	7.8559	2.0895	0.0539	2.1434	0.0000	7,620.4986	7,620.4986	0.3407	0.0000	7,629.0162

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Low Rise	145.75	154.25	154.00	506,227	506,227
Apartments Mid Rise	4,026.75	3,773.25	4075.50	13,660,065	13,660,065
General Office Building	288.45	62.55	31.05	706,812	706,812
High Turnover (Sit Down Restaurant)	2,368.80	2,873.52	2817.72	3,413,937	3,413,937
Hotel	192.00	187.50	160.00	445,703	445,703
Quality Restaurant	501.12	511.92	461.20	707,488	707,488
Regional Shopping Center	528.08	601.44	357.84	1,112,221	1,112,221
Total	8,050.95	8,164.43	8,057.31	20,552,452	20,552,452

4.3 Trip Type Information

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Low Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
Apartments Mid Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
General Office Building	16.60	8.40	6.90	33.00	48.00	19.00	77	19	4
High Turnover (Sit Down	16.60	8.40	6.90	8.50	72.50	19.00	37	20	43
Hotel	16.60	8.40	6.90	19.40	61.60	19.00	58	38	4
Quality Restaurant	16.60	8.40	6.90	12.00	69.00	19.00	38	18	44
Regional Shopping Center	16.60	8.40	6.90	16.30	64.70	19.00	54	35	11

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Low Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Apartments Mid Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
General Office Building	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
High Turnover (Sit Down Restaurant)	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Hotel	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Quality Restaurant	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Regional Shopping Center	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Annual

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	2,512.6465	2,512.6465	0.1037	0.0215	2,521.6356
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	2,512.6465	2,512.6465	0.1037	0.0215	2,521.6356
NaturalGas Mitigated	0.1398	1.2312	0.7770	7.6200e-003		0.0966	0.0966		0.0966	0.0966	0.0000	1,383.4267	1,383.4267	0.0265	0.0254	1,391.6478
NaturalGas Unmitigated	0.1398	1.2312	0.7770	7.6200e-003		0.0966	0.0966		0.0966	0.0966	0.0000	1,383.4267	1,383.4267	0.0265	0.0254	1,391.6478

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Apartments Low Rise	408494	2.2000e-003	0.0188	8.0100e-003	1.2000e-004		1.5200e-003	1.5200e-003		1.5200e-003	1.5200e-003	0.0000	21.7988	21.7988	4.2000e-004	4.0000e-004	21.9284
Apartments Mid Rise	1.30613e+007	0.0704	0.6018	0.2561	3.8400e-003		0.0487	0.0487		0.0487	0.0487	0.0000	696.9989	696.9989	0.0134	0.0128	701.1408
General Office Building	468450	2.5300e-003	0.0230	0.0193	1.4000e-004		1.7500e-003	1.7500e-003		1.7500e-003	1.7500e-003	0.0000	24.9983	24.9983	4.8000e-004	4.6000e-004	25.1468
High Turnover (Sit Down Restaurant)	8.30736e+006	0.0448	0.4072	0.3421	2.4400e-003		0.0310	0.0310		0.0310	0.0310	0.0000	443.3124	443.3124	8.5000e-003	8.1300e-003	445.9468
Hotel	1.74095e+006	9.3900e-003	0.0853	0.0717	5.1000e-004		6.4900e-003	6.4900e-003		6.4900e-003	6.4900e-003	0.0000	92.9036	92.9036	1.7800e-003	1.7000e-003	93.4557
Quality Restaurant	1.84608e+006	9.9500e-003	0.0905	0.0760	5.4000e-004		6.8800e-003	6.8800e-003		6.8800e-003	6.8800e-003	0.0000	98.5139	98.5139	1.8900e-003	1.8100e-003	99.0993
Regional Shopping Center	91840	5.0000e-004	4.5000e-003	3.7800e-003	3.0000e-005		3.4000e-004	3.4000e-004		3.4000e-004	3.4000e-004	0.0000	4.9009	4.9009	9.0000e-005	9.0000e-005	4.9301
Total		**0.1398**	**1.2312**	**0.7770**	**7.6200e-003**		**0.0966**	**0.0966**		**0.0966**	**0.0966**	**0.0000**	**1,383.4268**	**1,383.4268**	**0.0265**	**0.0254**	**1,391.6478**

5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Apartments Low Rise	408494	2.2000e-003	0.0188	8.0100e-003	1.2000e-004		1.5200e-003	1.5200e-003		1.5200e-003	1.5200e-003	0.0000	21.7988	21.7988	4.2000e-004	4.0000e-004	21.9284
Apartments Mid Rise	1.30613e+007	0.0704	0.6018	0.2561	3.8400e-003		0.0487	0.0487		0.0487	0.0487	0.0000	696.9989	696.9989	0.0134	0.0128	701.1408
General Office Building	468450	2.5300e-003	0.0230	0.0193	1.4000e-004		1.7500e-003	1.7500e-003		1.7500e-003	1.7500e-003	0.0000	24.9983	24.9983	4.8000e-004	4.6000e-004	25.1468
High Turnover (Sit Down Restaurant)	8.30736e+006	0.0448	0.4072	0.3421	2.4400e-003		0.0310	0.0310		0.0310	0.0310	0.0000	443.3124	443.3124	8.5000e-003	8.1300e-003	445.9468
Hotel	1.74095e+006	9.3900e-003	0.0853	0.0717	5.1000e-004		6.4900e-003	6.4900e-003		6.4900e-003	6.4900e-003	0.0000	92.9036	92.9036	1.7800e-003	1.7000e-003	93.4557
Quality Restaurant	1.84608e+006	9.9500e-003	0.0905	0.0760	5.4000e-004		6.8800e-003	6.8800e-003		6.8800e-003	6.8800e-003	0.0000	98.5139	98.5139	1.8900e-003	1.8100e-003	99.0993
Regional Shopping Center	91840	5.0000e-004	4.5000e-003	3.7800e-003	3.0000e-005		3.4000e-004	3.4000e-004		3.4000e-004	3.4000e-004	0.0000	4.9009	4.9009	9.0000e-005	9.0000e-005	4.9301
Total		**0.1398**	**1.2312**	**0.7770**	**7.6200e-003**		**0.0966**	**0.0966**		**0.0966**	**0.0966**	**0.0000**	**1,383.4268**	**1,383.4268**	**0.0265**	**0.0254**	**1,391.6478**

5.3 Energy by Land Use - Electricity

Unmitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Low Rise	106010	33.7770	1.3900e-003	2.9000e-004	33.8978
Apartments Mid Rise	3.94697e+006	1,257.5879	0.0519	0.0107	1,262.0869
General Office Building	584550	186.2502	7.6900e-003	1.5900e-003	186.9165
High Turnover (Sit Down Restaurant)	1.58904e+006	506.3022	0.0209	4.3200e-003	508.1135
Hotel	550308	175.3399	7.2400e-003	1.5000e-003	175.9672
Quality Restaurant	353120	112.5116	4.6500e-003	9.6000e-004	112.9141
Regional Shopping Center	756000	240.8778	9.9400e-003	2.0600e-003	241.7395
Total		**2,512.6465**	**0.1037**	**0.0215**	**2,521.6356**

5.3 Energy by Land Use - Electricity

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Apartments Low Rise	106010	33.7770	1.3900e-003	2.9000e-004	33.8978
Apartments Mid Rise	3.94697e+006	1,257.5879	0.0519	0.0107	1,262.0869
General Office Building	584550	186.2502	7.6900e-003	1.5900e-003	186.9165
High Turnover (Sit Down Restaurant)	1.58904e+006	506.3022	0.0209	4.3200e-003	508.1135
Hotel	550308	175.3399	7.2400e-003	1.5000e-003	175.9672
Quality Restaurant	353120	112.5116	4.6500e-003	9.6000e-004	112.9141
Regional Shopping Center	756000	240.8778	9.9400e-003	2.0600e-003	241.7395
Total		**2,512.6465**	**0.1037**	**0.0215**	**2,521.6356**

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	5.1437	0.2950	10.3804	1.6700e-003		0.0714	0.0714		0.0714	0.0714	0.0000	220.9670	220.9670	0.0201	3.7400e-003	222.5835
Unmitigated	5.1437	0.2950	10.3804	1.6700e-003		0.0714	0.0714		0.0714	0.0714	0.0000	220.9670	220.9670	0.0201	3.7400e-003	222.5835

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.4137					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	4.3998					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	0.0206	0.1763	0.0750	1.1200e-003		0.0143	0.0143		0.0143	0.0143	0.0000	204.1166	204.1166	3.9100e-003	3.7400e-003	205.3295
Landscaping	0.3096	0.1187	10.3054	5.4000e-004		0.0572	0.0572		0.0572	0.0572	0.0000	16.8504	16.8504	0.0161	0.0000	17.2540
Total	**5.1437**	**0.2950**	**10.3804**	**1.6600e-003**		**0.0714**	**0.0714**		**0.0714**	**0.0714**	**0.0000**	**220.9670**	**220.9670**	**0.0201**	**3.7400e-003**	**222.5835**

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.4137					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	4.3998					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	0.0206	0.1763	0.0750	1.1200e-003		0.0143	0.0143		0.0143	0.0143	0.0000	204.1166	204.1166	3.9100e-003	3.7400e-003	205.3295
Landscaping	0.3096	0.1187	10.3054	5.4000e-004		0.0572	0.0572		0.0572	0.0572	0.0000	16.8504	16.8504	0.0161	0.0000	17.2540
Total	**5.1437**	**0.2950**	**10.3804**	**1.6600e-003**		**0.0714**	**0.0714**		**0.0714**	**0.0714**	**0.0000**	**220.9670**	**220.9670**	**0.0201**	**3.7400e-003**	**222.5835**

7.0 Water Detail

7.1 Mitigation Measures Water

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	585.8052	3.0183	0.0755	683.7567
Unmitigated	585.8052	3.0183	0.0755	683.7567

7.2 Water by Land Use

Unmitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Low Rise	1.62885 / 1.02688	10.9095	0.0535	1.3400e-003	12.6471
Apartments Mid Rise	63.5252 / 40.0485	425.4719	2.0867	0.0523	493.2363
General Office Building	7.99802 / 4.90201	53.0719	0.2627	6.5900e-003	61.6019
High Turnover (Sit Down Restaurant)	10.9272 / 0.697482	51.2702	0.3580	8.8200e-003	62.8482
Hotel	1.26834 / 0.140927	6.1633	0.0416	1.0300e-003	7.5079
Quality Restaurant	2.42827 / 0.154996	11.3934	0.0796	1.9600e-003	13.9663
Regional Shopping Center	4.14806 / 2.54236	27.5250	0.1363	3.4200e-003	31.9490
Total		**585.8052**	**3.0183**	**0.0755**	**683.7567**

7.2 Water by Land Use

Mitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Apartments Low Rise	1.62885 / 1.02688	10.9095	0.0535	1.3400e-003	12.6471
Apartments Mid Rise	63.5252 / 40.0485	425.4719	2.0867	0.0523	493.2363
General Office Building	7.99802 / 4.90201	53.0719	0.2627	6.5900e-003	61.6019
High Turnover (Sit Down Restaurant)	10.9272 / 0.697482	51.2702	0.3580	8.8200e-003	62.8482
Hotel	1.26834 / 0.140927	6.1633	0.0416	1.0300e-003	7.5079
Quality Restaurant	2.42827 / 0.154996	11.3934	0.0796	1.9600e-003	13.9663
Regional Shopping Center	4.14806 / 2.54236	27.5250	0.1363	3.4200e-003	31.9490
Total		**585.8052**	**3.0183**	**0.0755**	**683.7567**

8.0 Waste Detail

8.1 Mitigation Measures Waste

Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	207.8079	12.2811	0.0000	514.8354
Unmitigated	207.8079	12.2811	0.0000	514.8354

8.2 Waste by Land Use

Unmitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Low Rise	11.5	2.3344	0.1380	0.0000	5.7834
Apartments Mid Rise	448.5	91.0415	5.3804	0.0000	225.5513
General Office Building	41.85	8.4952	0.5021	0.0000	21.0464
High Turnover (Sit Down Restaurant)	428.4	86.9613	5.1393	0.0000	215.4430
Hotel	27.38	5.5579	0.3285	0.0000	13.7694
Quality Restaurant	7.3	1.4818	0.0876	0.0000	3.6712
Regional Shopping Center	58.8	11.9359	0.7054	0.0000	29.5706
Total		**207.8079**	**12.2811**	**0.0000**	**514.8354**

8.2 Waste by Land Use

Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Apartments Low Rise	11.5	2.3344	0.1380	0.0000	5.7834
Apartments Mid Rise	448.5	91.0415	5.3804	0.0000	225.5513
General Office Building	41.85	8.4952	0.5021	0.0000	21.0464
High Turnover (Sit Down Restaurant)	428.4	86.9613	5.1393	0.0000	215.4430
Hotel	27.38	5.5579	0.3285	0.0000	13.7694
Quality Restaurant	7.3	1.4818	0.0876	0.0000	3.6712
Regional Shopping Center	58.8	11.9359	0.7054	0.0000	29.5706
Total		**207.8079**	**12.2811**	**0.0000**	**514.8354**

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

Village South Specific Plan (Proposed)
Los Angeles-South Coast County, Summer

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	45.00	1000sqft	1.03	45,000.00	0
High Turnover (Sit Down Restaurant)	36.00	1000sqft	0.83	36,000.00	0
Hotel	50.00	Room	1.67	72,600.00	0
Quality Restaurant	8.00	1000sqft	0.18	8,000.00	0
Apartments Low Rise	25.00	Dwelling Unit	1.56	25,000.00	72
Apartments Mid Rise	975.00	Dwelling Unit	25.66	975,000.00	2789
Regional Shopping Center	56.00	1000sqft	1.29	56,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	33
Climate Zone	9			**Operational Year**	2028
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	702.44	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

1.3 User Entered Comments & Non-Default Data

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

Project Characteristics - Consistent with the DEIR's model.

Land Use - See SWAPE comment regarding residential and retail land uses.

Construction Phase - See SWAPE comment regarding individual construction phase lengths.

Demolition - Consistent with the DEIR's model. See SWAPE comment regarding demolition.

Vehicle Trips - Saturday trips consistent with the DEIR's model. See SWAPE comment regarding weekday and Sunday trips.

Woodstoves - Woodstoves and wood-burning fireplaces consistent with the DEIR's model. See SWAPE comment regarding gas fireplaces.

Energy Use -

Construction Off-road Equipment Mitigation - See SWAPE comment on construction-related mitigation.

Area Mitigation - See SWAPE comment regarding operational mitigation measures.

Water Mitigation - See SWAPE comment regarding operational mitigation measures.

Trips and VMT - Local hire provision

Table Name	Column Name	Default Value	New Value
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	NumberWood	1.25	0.00
tblFireplaces	NumberWood	48.75	0.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblVehicleTrips	ST_TR	7.16	6.17
tblVehicleTrips	ST_TR	6.39	3.87
tblVehicleTrips	ST_TR	2.46	1.39
tblVehicleTrips	ST_TR	158.37	79.82

tblVehicleTrips	ST_TR	8.19	3.75
tblVehicleTrips	ST_TR	94.36	63.99
tblVehicleTrips	ST_TR	49.97	10.74
tblVehicleTrips	SU_TR	6.07	6.16
tblVehicleTrips	SU_TR	5.86	4.18
tblVehicleTrips	SU_TR	1.05	0.69
tblVehicleTrips	SU_TR	131.84	78.27
tblVehicleTrips	SU_TR	5.95	3.20
tblVehicleTrips	SU_TR	72.16	57.65
tblVehicleTrips	SU_TR	25.24	6.39
tblVehicleTrips	WD_TR	6.59	5.83
tblVehicleTrips	WD_TR	6.65	4.13
tblVehicleTrips	WD_TR	11.03	6.41
tblVehicleTrips	WD_TR	127.15	65.80
tblVehicleTrips	WD_TR	8.17	3.84
tblVehicleTrips	WD_TR	89.95	62.64
tblVehicleTrips	WD_TR	42.70	9.43
tblWoodstoves	NumberCatalytic	1.25	0.00
tblWoodstoves	NumberCatalytic	48.75	0.00
tblWoodstoves	NumberNoncatalytic	1.25	0.00
tblWoodstoves	NumberNoncatalytic	48.75	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00

2.0 Emissions Summary

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	4.2561	46.4415	31.4494	0.0636	18.2032	2.0456	20.2488	9.9670	1.8820	11.8490	0.0000	6,163.4166	6,163.4166	1.9475	0.0000	6,212.1039
2022	4.5441	38.8811	40.8776	0.1240	8.8255	1.6361	10.4616	3.6369	1.5052	5.1421	0.0000	12,493.4403	12,493.4403	1.9485	0.0000	12,518.5707
2023	4.1534	25.7658	38.7457	0.1206	7.0088	0.7592	7.7679	1.8799	0.7136	2.5935	0.0000	12,150.4890	12,150.4890	0.9589	0.0000	12,174.4615
2024	237.0219	9.5478	14.9642	0.0239	1.2171	0.4694	1.2875	0.3229	0.4319	0.4621	0.0000	2,313.1808	2,313.1808	0.7166	0.0000	2,331.0956
Maximum	**237.0219**	**46.4415**	**40.8776**	**0.1240**	**18.2032**	**2.0456**	**20.2488**	**9.9670**	**1.8820**	**11.8490**	**0.0000**	**12,493.4403**	**12,493.4403**	**1.9485**	**0.0000**	**12,518.5707**

2.1 Overall Construction (Maximum Daily Emission)

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	4.2561	46.4415	31.4494	0.0636	18.2032	2.0456	20.2488	9.9670	1.8820	11.8490	0.0000	6,163.4166	6,163.4166	1.9475	0.0000	6,212.1039
2022	4.5441	38.8811	40.8776	0.1240	8.8255	1.6361	10.4616	3.6369	1.5052	5.1421	0.0000	12,493.4403	12,493.4403	1.9485	0.0000	12,518.5707
2023	4.1534	25.7658	38.7457	0.1206	7.0088	0.7592	7.7679	1.8799	0.7136	2.5935	0.0000	12,150.4890	12,150.4890	0.9589	0.0000	12,174.4615
2024	237.0219	9.5478	14.9642	0.0239	1.2171	0.4694	1.2875	0.3229	0.4319	0.4621	0.0000	2,313.1808	2,313.1808	0.7166	0.0000	2,331.0955
Maximum	**237.0219**	**46.4415**	**40.8776**	**0.1240**	**18.2032**	**2.0456**	**20.2488**	**9.9670**	**1.8820**	**11.8490**	**0.0000**	**12,493.4403**	**12,493.4403**	**1.9485**	**0.0000**	**12,518.5707**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Energy	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387
Mobile	9.8489	45.4304	114.8495	0.4917	45.9592	0.3360	46.2951	12.2950	0.3119	12.6070		50,306.6034	50,306.6034	2.1807		50,361.1208
Total	**41.1168**	**67.2262**	**207.5497**	**0.6278**	**45.9592**	**2.4626**	**48.4217**	**12.2950**	**2.4385**	**14.7336**	**0.0000**	**76,811.1816**	**76,811.1816**	**2.8282**	**0.4832**	**77,025.8786**

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Energy	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387
Mobile	9.8489	45.4304	114.8495	0.4917	45.9592	0.3360	46.2951	12.2950	0.3119	12.6070		50,306.6034	50,306.6034	2.1807		50,361.1208
Total	**41.1168**	**67.2262**	**207.5497**	**0.6278**	**45.9592**	**2.4626**	**48.4217**	**12.2950**	**2.4385**	**14.7336**	**0.0000**	**76,811.1816**	**76,811.1816**	**2.8282**	**0.4832**	**77,025.8786**

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	9/1/2021	10/12/2021	5	30	
2	Site Preparation	Site Preparation	10/13/2021	11/9/2021	5	20	
3	Grading	Grading	11/10/2021	1/11/2022	5	45	
4	Building Construction	Building Construction	1/12/2022	12/12/2023	5	500	
5	Paving	Paving	12/13/2023	1/30/2024	5	35	
6	Architectural Coating	Architectural Coating	1/31/2024	3/19/2024	5	35	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 112.5

Acres of Paving: 0

Residential Indoor: 2,025,000; Residential Outdoor: 675,000; Non-Residential Indoor: 326,400; Non-Residential Outdoor: 108,800; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Excavators	3	8.00	158	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Excavators	2	8.00	158	0.38
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Scrapers	2	8.00	367	0.48
Grading	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	458.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	801.00	143.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	160.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					3.3074	0.0000	3.3074	0.5008	0.0000	0.5008			0.0000			0.0000
Off-Road	3.1651	31.4407	21.5650	0.0388		1.5513	1.5513		1.4411	1.4411		3,747.9449	3,747.9449	1.0549		3,774.3174
Total	**3.1651**	**31.4407**	**21.5650**	**0.0388**	**3.3074**	**1.5513**	**4.8588**	**0.5008**	**1.4411**	**1.9419**		**3,747.9449**	**3,747.9449**	**1.0549**		**3,774.3174**

3.2 Demolition - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1273	4.0952	0.9602	0.0119	0.2669	0.0126	0.2795	0.0732	0.0120	0.0852		1,292.2413	1,292.2413	0.0877		1,294.4337
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0487	0.0313	0.4282	1.1800e-003	0.1141	9.5000e-004	0.1151	0.0303	8.8000e-004	0.0311		117.2799	117.2799	3.5200e-003		117.3678
Total	**0.1760**	**4.1265**	**1.3884**	**0.0131**	**0.3810**	**0.0135**	**0.3946**	**0.1034**	**0.0129**	**0.1163**		**1,409.5212**	**1,409.5212**	**0.0912**		**1,411.8015**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					3.3074	0.0000	3.3074	0.5008	0.0000	0.5008			0.0000			0.0000
Off-Road	3.1651	31.4407	21.5650	0.0388		1.5513	1.5513		1.4411	1.4411	0.0000	3,747.9449	3,747.9449	1.0549		3,774.3174
Total	**3.1651**	**31.4407**	**21.5650**	**0.0388**	**3.3074**	**1.5513**	**4.8588**	**0.5008**	**1.4411**	**1.9419**	**0.0000**	**3,747.9449**	**3,747.9449**	**1.0549**		**3,774.3174**

3.2 Demolition - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1273	4.0952	0.9602	0.0119	0.2669	0.0126	0.2795	0.0732	0.0120	0.0852		1,292.2413	1,292.2413	0.0877		1,294.4337
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0487	0.0313	0.4282	1.1800e-003	0.1141	9.5000e-004	0.1151	0.0303	8.8000e-004	0.0311		117.2799	117.2799	3.5200e-003		117.3678
Total	**0.1760**	**4.1265**	**1.3884**	**0.0131**	**0.3810**	**0.0135**	**0.3946**	**0.1034**	**0.0129**	**0.1163**		**1,409.5212**	**1,409.5212**	**0.0912**		**1,411.8015**

3.3 Site Preparation - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	3.8882	40.4971	21.1543	0.0380		2.0445	2.0445		1.8809	1.8809		3,685.6569	3,685.6569	1.1920		3,715.4573
Total	**3.8882**	**40.4971**	**21.1543**	**0.0380**	**18.0663**	**2.0445**	**20.1107**	**9.9307**	**1.8809**	**11.8116**		**3,685.6569**	**3,685.6569**	**1.1920**		**3,715.4573**

3.3 Site Preparation - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0584	0.0375	0.5139	1.4100e-003	0.1369	1.1400e-003	0.1381	0.0363	1.0500e-003	0.0374		140.7359	140.7359	4.2200e-003		140.8414
Total	**0.0584**	**0.0375**	**0.5139**	**1.4100e-003**	**0.1369**	**1.1400e-003**	**0.1381**	**0.0363**	**1.0500e-003**	**0.0374**		**140.7359**	**140.7359**	**4.2200e-003**		**140.8414**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	3.8882	40.4971	21.1543	0.0380		2.0445	2.0445		1.8809	1.8809	0.0000	3,685.6569	3,685.6569	1.1920		3,715.4573
Total	**3.8882**	**40.4971**	**21.1543**	**0.0380**	**18.0663**	**2.0445**	**20.1107**	**9.9307**	**1.8809**	**11.8116**	**0.0000**	**3,685.6569**	**3,685.6569**	**1.1920**		**3,715.4573**

3.3 Site Preparation - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0584	0.0375	0.5139	1.4100e-003	0.1369	1.1400e-003	0.1381	0.0363	1.0500e-003	0.0374		140.7359	140.7359	4.2200e-003		140.8414
Total	**0.0584**	**0.0375**	**0.5139**	**1.4100e-003**	**0.1369**	**1.1400e-003**	**0.1381**	**0.0363**	**1.0500e-003**	**0.0374**		**140.7359**	**140.7359**	**4.2200e-003**		**140.8414**

3.4 Grading - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	4.1912	46.3998	30.8785	0.0620		1.9853	1.9853		1.8265	1.8265		6,007.0434	6,007.0434	1.9428		6,055.6134
Total	**4.1912**	**46.3998**	**30.8785**	**0.0620**	**8.6733**	**1.9853**	**10.6587**	**3.5965**	**1.8265**	**5.4230**		**6,007.0434**	**6,007.0434**	**1.9428**		**6,055.6134**

3.4 Grading - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0649	0.0417	0.5710	1.5700e-003	0.1521	1.2700e-003	0.1534	0.0404	1.1700e-003	0.0415		156.3732	156.3732	4.6900e-003		156.4904
Total	**0.0649**	**0.0417**	**0.5710**	**1.5700e-003**	**0.1521**	**1.2700e-003**	**0.1534**	**0.0404**	**1.1700e-003**	**0.0415**		**156.3732**	**156.3732**	**4.6900e-003**		**156.4904**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	4.1912	46.3998	30.8785	0.0620		1.9853	1.9853		1.8265	1.8265	0.0000	6,007.0434	6,007.0434	1.9428		6,055.6134
Total	**4.1912**	**46.3998**	**30.8785**	**0.0620**	**8.6733**	**1.9853**	**10.6587**	**3.5965**	**1.8265**	**5.4230**	**0.0000**	**6,007.0434**	**6,007.0434**	**1.9428**		**6,055.6134**

3.4 Grading - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0649	0.0417	0.5710	1.5700e-003	0.1521	1.2700e-003	0.1534	0.0404	1.1700e-003	0.0415		156.3732	156.3732	4.6900e-003		156.4904
Total	**0.0649**	**0.0417**	**0.5710**	**1.5700e-003**	**0.1521**	**1.2700e-003**	**0.1534**	**0.0404**	**1.1700e-003**	**0.0415**		**156.3732**	**156.3732**	**4.6900e-003**		**156.4904**

3.4 Grading - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	3.6248	38.8435	29.0415	0.0621		1.6349	1.6349		1.5041	1.5041		6,011.4105	6,011.4105	1.9442		6,060.0158
Total	**3.6248**	**38.8435**	**29.0415**	**0.0621**	**8.6733**	**1.6349**	**10.3082**	**3.5965**	**1.5041**	**5.1006**		**6,011.4105**	**6,011.4105**	**1.9442**		**6,060.0158**

3.4 Grading - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0607	0.0376	0.5263	1.5100e-003	0.1521	1.2300e-003	0.1534	0.0404	1.1300e-003	0.0415		150.8754	150.8754	4.2400e-003		150.9813
Total	**0.0607**	**0.0376**	**0.5263**	**1.5100e-003**	**0.1521**	**1.2300e-003**	**0.1534**	**0.0404**	**1.1300e-003**	**0.0415**		**150.8754**	**150.8754**	**4.2400e-003**		**150.9813**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	3.6248	38.8435	29.0415	0.0621		1.6349	1.6349		1.5041	1.5041	0.0000	6,011.4105	6,011.4105	1.9442		6,060.0158
Total	**3.6248**	**38.8435**	**29.0415**	**0.0621**	**8.6733**	**1.6349**	**10.3082**	**3.5965**	**1.5041**	**5.1006**	**0.0000**	**6,011.4105**	**6,011.4105**	**1.9442**		**6,060.0158**

3.4 Grading - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0607	0.0376	0.5263	1.5100e-003	0.1521	1.2300e-003	0.1534	0.0404	1.1300e-003	0.0415		150.8754	150.8754	4.2400e-003		150.9813
Total	**0.0607**	**0.0376**	**0.5263**	**1.5100e-003**	**0.1521**	**1.2300e-003**	**0.1534**	**0.0404**	**1.1300e-003**	**0.0415**		**150.8754**	**150.8754**	**4.2400e-003**		**150.9813**

3.5 Building Construction - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612		2,554.3336	2,554.3336	0.6120		2,569.6322
Total	**1.7062**	**15.6156**	**16.3634**	**0.0269**		**0.8090**	**0.8090**		**0.7612**	**0.7612**		**2,554.3336**	**2,554.3336**	**0.6120**		**2,569.6322**

3.5 Building Construction - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.4079	13.2032	3.4341	0.0364	0.9155	0.0248	0.9404	0.2636	0.0237	0.2873		3,896.5482	3,896.5482	0.2236		3,902.1384
Worker	2.4299	1.5074	21.0801	0.0607	6.0932	0.0493	6.1425	1.6163	0.0454	1.6617		6,042.5585	6,042.5585	0.1697		6,046.8000
Total	**2.8378**	**14.7106**	**24.5142**	**0.0971**	**7.0087**	**0.0741**	**7.0828**	**1.8799**	**0.0691**	**1.9490**		**9,939.1067**	**9,939.1067**	**0.3933**		**9,948.9384**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612	0.0000	2,554.3336	2,554.3336	0.6120		2,569.6322
Total	**1.7062**	**15.6156**	**16.3634**	**0.0269**		**0.8090**	**0.8090**		**0.7612**	**0.7612**	**0.0000**	**2,554.3336**	**2,554.3336**	**0.6120**		**2,569.6322**

3.5 Building Construction - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.4079	13.2032	3.4341	0.0364	0.9155	0.0248	0.9404	0.2636	0.0237	0.2873		3,896.5482	3,896.5482	0.2236		3,902.1384
Worker	2.4299	1.5074	21.0801	0.0607	6.0932	0.0493	6.1425	1.6163	0.0454	1.6617		6,042.5585	6,042.5585	0.1697		6,046.8000
Total	**2.8378**	**14.7106**	**24.5142**	**0.0971**	**7.0087**	**0.0741**	**7.0828**	**1.8799**	**0.0691**	**1.9490**		**9,939.1067**	**9,939.1067**	**0.3933**		**9,948.9384**

3.5 Building Construction - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584		2,555.2099	2,555.2099	0.6079		2,570.4061
Total	**1.5728**	**14.3849**	**16.2440**	**0.0269**		**0.6997**	**0.6997**		**0.6584**	**0.6584**		**2,555.2099**	**2,555.2099**	**0.6079**		**2,570.4061**

3.5 Building Construction - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.3027	10.0181	3.1014	0.0352	0.9156	0.0116	0.9271	0.2636	0.0111	0.2747		3,773.8762	3,773.8762	0.1982		3,778.8300
Worker	2.2780	1.3628	19.4002	0.0584	6.0932	0.0479	6.1411	1.6163	0.0441	1.6604		5,821.4028	5,821.4028	0.1529		5,825.2254
Total	**2.5807**	**11.3809**	**22.5017**	**0.0936**	**7.0088**	**0.0595**	**7.0682**	**1.8799**	**0.0552**	**1.9350**		**9,595.2790**	**9,595.2790**	**0.3511**		**9,604.0554**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584	0.0000	2,555.2099	2,555.2099	0.6079		2,570.4061
Total	**1.5728**	**14.3849**	**16.2440**	**0.0269**		**0.6997**	**0.6997**		**0.6584**	**0.6584**	**0.0000**	**2,555.2099**	**2,555.2099**	**0.6079**		**2,570.4061**

3.5 Building Construction - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.3027	10.0181	3.1014	0.0352	0.9156	0.0116	0.9271	0.2636	0.0111	0.2747		3,773.8762	3,773.8762	0.1982		3,778.8300
Worker	2.2780	1.3628	19.4002	0.0584	6.0932	0.0479	6.1411	1.6163	0.0441	1.6604		5,821.4028	5,821.4028	0.1529		5,825.2254
Total	**2.5807**	**11.3809**	**22.5017**	**0.0936**	**7.0088**	**0.0595**	**7.0682**	**1.8799**	**0.0552**	**1.9350**		**9,595.2790**	**9,595.2790**	**0.3511**		**9,604.0554**

3.6 Paving - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694		2,207.5841	2,207.5841	0.7140		2,225.4336
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**1.0327**	**10.1917**	**14.5842**	**0.0228**		**0.5102**	**0.5102**		**0.4694**	**0.4694**		**2,207.5841**	**2,207.5841**	**0.7140**		**2,225.4336**

3.6 Paving - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0427	0.0255	0.3633	1.0900e-003	0.1141	9.0000e-004	0.1150	0.0303	8.3000e-004	0.0311		109.0150	109.0150	2.8600e-003		109.0866
Total	**0.0427**	**0.0255**	**0.3633**	**1.0900e-003**	**0.1141**	**9.0000e-004**	**0.1150**	**0.0303**	**8.3000e-004**	**0.0311**		**109.0150**	**109.0150**	**2.8600e-003**		**109.0866**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694	0.0000	2,207.5841	2,207.5841	0.7140		2,225.4336
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**1.0327**	**10.1917**	**14.5842**	**0.0228**		**0.5102**	**0.5102**		**0.4694**	**0.4694**	**0.0000**	**2,207.5841**	**2,207.5841**	**0.7140**		**2,225.4336**

3.6 Paving - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0427	0.0255	0.3633	1.0900e-003	0.1141	9.0000e-004	0.1150	0.0303	8.3000e-004	0.0311		109.0150	109.0150	2.8600e-003		109.0866
Total	**0.0427**	**0.0255**	**0.3633**	**1.0900e-003**	**0.1141**	**9.0000e-004**	**0.1150**	**0.0303**	**8.3000e-004**	**0.0311**		**109.0150**	**109.0150**	**2.8600e-003**		**109.0866**

3.6 Paving - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310		2,207.5472	2,207.5472	0.7140		2,225.3963
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.9882**	**9.5246**	**14.6258**	**0.0228**		**0.4685**	**0.4685**		**0.4310**	**0.4310**		**2,207.5472**	**2,207.5472**	**0.7140**		**2,225.3963**

3.6 Paving - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0403	0.0233	0.3384	1.0600e-003	0.1141	8.8000e-004	0.1150	0.0303	8.1000e-004	0.0311		105.6336	105.6336	2.6300e-003		105.6992
Total	**0.0403**	**0.0233**	**0.3384**	**1.0600e-003**	**0.1141**	**8.8000e-004**	**0.1150**	**0.0303**	**8.1000e-004**	**0.0311**		**105.6336**	**105.6336**	**2.6300e-003**		**105.6992**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310	0.0000	2,207.5472	2,207.5472	0.7140		2,225.3963
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.9882**	**9.5246**	**14.6258**	**0.0228**		**0.4685**	**0.4685**		**0.4310**	**0.4310**	**0.0000**	**2,207.5472**	**2,207.5472**	**0.7140**		**2,225.3963**

3.6 Paving - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0403	0.0233	0.3384	1.0600e-003	0.1141	8.8000e-004	0.1150	0.0303	8.1000e-004	0.0311		105.6336	105.6336	2.6300e-003		105.6992
Total	**0.0403**	**0.0233**	**0.3384**	**1.0600e-003**	**0.1141**	**8.8000e-004**	**0.1150**	**0.0303**	**8.1000e-004**	**0.0311**		**105.6336**	**105.6336**	**2.6300e-003**		**105.6992**

3.7 Architectural Coating - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	236.4115					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609		281.4481	281.4481	0.0159		281.8443
Total	**236.5923**	**1.2188**	**1.8101**	**2.9700e-003**		**0.0609**	**0.0609**		**0.0609**	**0.0609**		**281.4481**	**281.4481**	**0.0159**		**281.8443**

3.7 Architectural Coating - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.4296	0.2481	3.6098	0.0113	1.2171	9.4300e-003	1.2266	0.3229	8.6800e-003	0.3315		1,126.7583	1,126.7583	0.0280		1,127.4583
Total	**0.4296**	**0.2481**	**3.6098**	**0.0113**	**1.2171**	**9.4300e-003**	**1.2266**	**0.3229**	**8.6800e-003**	**0.3315**		**1,126.7583**	**1,126.7583**	**0.0280**		**1,127.4583**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	236.4115					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609	0.0000	281.4481	281.4481	0.0159		281.8443
Total	**236.5923**	**1.2188**	**1.8101**	**2.9700e-003**		**0.0609**	**0.0609**		**0.0609**	**0.0609**	**0.0000**	**281.4481**	**281.4481**	**0.0159**		**281.8443**

3.7 Architectural Coating - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.4296	0.2481	3.6098	0.0113	1.2171	9.4300e-003	1.2266	0.3229	8.6800e-003	0.3315		1,126.7583	1,126.7583	0.0280		1,127.4583
Total	**0.4296**	**0.2481**	**3.6098**	**0.0113**	**1.2171**	**9.4300e-003**	**1.2266**	**0.3229**	**8.6800e-003**	**0.3315**		**1,126.7583**	**1,126.7583**	**0.0280**		**1,127.4583**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	9.8489	45.4304	114.8495	0.4917	45.9592	0.3360	46.2951	12.2950	0.3119	12.6070		50,306.6034	50,306.6034	2.1807		50,361.1208
Unmitigated	9.8489	45.4304	114.8495	0.4917	45.9592	0.3360	46.2951	12.2950	0.3119	12.6070		50,306.6034	50,306.6034	2.1807		50,361.1208

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Low Rise	145.75	154.25	154.00	506,227	506,227
Apartments Mid Rise	4,026.75	3,773.25	4075.50	13,660,065	13,660,065
General Office Building	288.45	62.55	31.05	706,812	706,812
High Turnover (Sit Down Restaurant)	2,368.80	2,873.52	2817.72	3,413,937	3,413,937
Hotel	192.00	187.50	160.00	445,703	445,703
Quality Restaurant	501.12	511.92	461.20	707,488	707,488
Regional Shopping Center	528.08	601.44	357.84	1,112,221	1,112,221
Total	8,050.95	8,164.43	8,057.31	20,552,452	20,552,452

4.3 Trip Type Information

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Low Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
Apartments Mid Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
General Office Building	16.60	8.40	6.90	33.00	48.00	19.00	77	19	4
High Turnover (Sit Down	16.60	8.40	6.90	8.50	72.50	19.00	37	20	43
Hotel	16.60	8.40	6.90	19.40	61.60	19.00	58	38	4
Quality Restaurant	16.60	8.40	6.90	12.00	69.00	19.00	38	18	44
Regional Shopping Center	16.60	8.40	6.90	16.30	64.70	19.00	54	35	11

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Low Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Apartments Mid Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
General Office Building	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
High Turnover (Sit Down Restaurant)	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Hotel	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Quality Restaurant	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Regional Shopping Center	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Summer

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387
NaturalGas Unmitigated	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Low Rise	1119.16	0.0121	0.1031	0.0439	6.6000e-004		8.3400e-003	8.3400e-003		8.3400e-003	8.3400e-003		131.6662	131.6662	2.5200e-003	2.4100e-003	132.4486
Apartments Mid Rise	35784.3	0.3859	3.2978	1.4033	0.0211		0.2666	0.2666		0.2666	0.2666		4,209.9164	4,209.9164	0.0807	0.0772	4,234.9339
General Office Building	1283.42	0.0138	0.1258	0.1057	7.5000e-004		9.5600e-003	9.5600e-003		9.5600e-003	9.5600e-003		150.9911	150.9911	2.8900e-003	2.7700e-003	151.8884
High Turnover (Sit Down Restaurant)	22759.9	0.2455	2.2314	1.8743	0.0134		0.1696	0.1696		0.1696	0.1696		2,677.6342	2,677.6342	0.0513	0.0491	2,693.5460
Hotel	4769.72	0.0514	0.4676	0.3928	2.8100e-003		0.0355	0.0355		0.0355	0.0355		561.1436	561.1436	0.0108	0.0103	564.4782
Quality Restaurant	5057.75	0.0545	0.4959	0.4165	2.9800e-003		0.0377	0.0377		0.0377	0.0377		595.0298	595.0298	0.0114	0.0109	598.5658
Regional Shopping Center	251.616	2.7100e-003	0.0247	0.0207	1.5000e-004		1.8700e-003	1.8700e-003		1.8700e-003	1.8700e-003		29.6019	29.6019	5.7000e-004	5.4000e-004	29.7778
Total		**0.7660**	**6.7463**	**4.2573**	**0.0418**		**0.5292**	**0.5292**		**0.5292**	**0.5292**		**8,355.9832**	**8,355.9832**	**0.1602**	**0.1532**	**8,405.6387**

5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Low Rise	1.11916	0.0121	0.1031	0.0439	6.6000e-004		8.3400e-003	8.3400e-003		8.3400e-003	8.3400e-003		131.6662	131.6662	2.5200e-003	2.4100e-003	132.4486
Apartments Mid Rise	35.7843	0.3859	3.2978	1.4033	0.0211		0.2666	0.2666		0.2666	0.2666		4,209.9164	4,209.9164	0.0807	0.0772	4,234.9339
General Office Building	1.28342	0.0138	0.1258	0.1057	7.5000e-004		9.5600e-003	9.5600e-003		9.5600e-003	9.5600e-003		150.9911	150.9911	2.8900e-003	2.7700e-003	151.8884
High Turnover (Sit Down Restaurant)	22.7599	0.2455	2.2314	1.8743	0.0134		0.1696	0.1696		0.1696	0.1696		2,677.6342	2,677.6342	0.0513	0.0491	2,693.5460
Hotel	4.76972	0.0514	0.4676	0.3928	2.8100e-003		0.0355	0.0355		0.0355	0.0355		561.1436	561.1436	0.0108	0.0103	564.4782
Quality Restaurant	5.05775	0.0545	0.4959	0.4165	2.9800e-003		0.0377	0.0377		0.0377	0.0377		595.0298	595.0298	0.0114	0.0109	598.5658
Regional Shopping Center	0.251616	2.7100e-003	0.0247	0.0207	1.5000e-004		1.8700e-003	1.8700e-003		1.8700e-003	1.8700e-003		29.6019	29.6019	5.7000e-004	5.4000e-004	29.7778
Total		**0.7660**	**6.7463**	**4.2573**	**0.0418**		**0.5292**	**0.5292**		**0.5292**	**0.5292**		**8,355.9832**	**8,355.9832**	**0.1602**	**0.1532**	**8,405.6387**

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Unmitigated	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	2.2670					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	24.1085					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	1.6500	14.1000	6.0000	0.0900		1.1400	1.1400		1.1400	1.1400	0.0000	18,000.0000	18,000.0000	0.3450	0.3300	18,106.9650
Landscaping	2.4766	0.9496	82.4430	4.3600e-003		0.4574	0.4574		0.4574	0.4574		148.5950	148.5950	0.1424		152.1542
Total	**30.5020**	**15.0496**	**88.4430**	**0.0944**		**1.5974**	**1.5974**		**1.5974**	**1.5974**	**0.0000**	**18,148.5950**	**18,148.5950**	**0.4874**	**0.3300**	**18,259.1192**

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	2.2670					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	24.1085					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	1.6500	14.1000	6.0000	0.0900		1.1400	1.1400		1.1400	1.1400	0.0000	18,000.0000	18,000.0000	0.3450	0.3300	18,106.9650
Landscaping	2.4766	0.9496	82.4430	4.3600e-003		0.4574	0.4574		0.4574	0.4574		148.5950	148.5950	0.1424		152.1542
Total	**30.5020**	**15.0496**	**88.4430**	**0.0944**		**1.5974**	**1.5974**		**1.5974**	**1.5974**	**0.0000**	**18,148.5950**	**18,148.5950**	**0.4874**	**0.3300**	**18,259.1192**

7.0 Water Detail

7.1 Mitigation Measures Water

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

Village South Specific Plan (Proposed)
Los Angeles-South Coast County, Winter

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
General Office Building	45.00	1000sqft	1.03	45,000.00	0
High Turnover (Sit Down Restaurant)	36.00	1000sqft	0.83	36,000.00	0
Hotel	50.00	Room	1.67	72,600.00	0
Quality Restaurant	8.00	1000sqft	0.18	8,000.00	0
Apartments Low Rise	25.00	Dwelling Unit	1.56	25,000.00	72
Apartments Mid Rise	975.00	Dwelling Unit	25.66	975,000.00	2789
Regional Shopping Center	56.00	1000sqft	1.29	56,000.00	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	33
Climate Zone	9			**Operational Year**	2028
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	702.44	**CH4 Intensity (lb/MWhr)**	0.029	**N2O Intensity (lb/MWhr)**	0.006

1.3 User Entered Comments & Non-Default Data

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

Project Characteristics - Consistent with the DEIR's model.

Land Use - See SWAPE comment regarding residential and retail land uses.

Construction Phase - See SWAPE comment regarding individual construction phase lengths.

Demolition - Consistent with the DEIR's model. See SWAPE comment regarding demolition.

Vehicle Trips - Saturday trips consistent with the DEIR's model. See SWAPE comment regarding weekday and Sunday trips.

Woodstoves - Woodstoves and wood-burning fireplaces consistent with the DEIR's model. See SWAPE comment regarding gas fireplaces.

Energy Use -

Construction Off-road Equipment Mitigation - See SWAPE comment on construction-related mitigation.

Area Mitigation - See SWAPE comment regarding operational mitigation measures.

Water Mitigation - See SWAPE comment regarding operational mitigation measures.

Trips and VMT - Local hire provision

Table Name	Column Name	Default Value	New Value
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	FireplaceWoodMass	1,019.20	0.00
tblFireplaces	NumberWood	1.25	0.00
tblFireplaces	NumberWood	48.75	0.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblTripsAndVMT	WorkerTripLength	14.70	10.00
tblVehicleTrips	ST_TR	7.16	6.17
tblVehicleTrips	ST_TR	6.39	3.87
tblVehicleTrips	ST_TR	2.46	1.39
tblVehicleTrips	ST_TR	158.37	79.82

tblVehicleTrips	ST_TR	8.19	3.75
tblVehicleTrips	ST_TR	94.36	63.99
tblVehicleTrips	ST_TR	49.97	10.74
tblVehicleTrips	SU_TR	6.07	6.16
tblVehicleTrips	SU_TR	5.86	4.18
tblVehicleTrips	SU_TR	1.05	0.69
tblVehicleTrips	SU_TR	131.84	78.27
tblVehicleTrips	SU_TR	5.95	3.20
tblVehicleTrips	SU_TR	72.16	57.65
tblVehicleTrips	SU_TR	25.24	6.39
tblVehicleTrips	WD_TR	6.59	5.83
tblVehicleTrips	WD_TR	6.65	4.13
tblVehicleTrips	WD_TR	11.03	6.41
tblVehicleTrips	WD_TR	127.15	65.80
tblVehicleTrips	WD_TR	8.17	3.84
tblVehicleTrips	WD_TR	89.95	62.64
tblVehicleTrips	WD_TR	42.70	9.43
tblWoodstoves	NumberCatalytic	1.25	0.00
tblWoodstoves	NumberCatalytic	48.75	0.00
tblWoodstoves	NumberNoncatalytic	1.25	0.00
tblWoodstoves	NumberNoncatalytic	48.75	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveDayYear	25.00	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00
tblWoodstoves	WoodstoveWoodMass	999.60	0.00

2.0 Emissions Summary

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	4.2621	46.4460	31.4068	0.0635	18.2032	2.0456	20.2488	9.9670	1.8820	11.8490	0.0000	6,154.3377	6,154.3377	1.9472	0.0000	6,203.0186
2022	4.7966	38.8851	39.6338	0.1195	8.8255	1.6361	10.4616	3.6369	1.5052	5.1421	0.0000	12,035.3440	12,035.3440	1.9482	0.0000	12,060.6013
2023	4.3939	25.8648	37.5031	0.1162	7.0088	0.7598	7.7685	1.8799	0.7142	2.5940	0.0000	11,710.4080	11,710.4080	0.9617	0.0000	11,734.4497
2024	237.0656	9.5503	14.9372	0.0238	1.2171	0.4694	1.2875	0.3229	0.4319	0.4621	0.0000	2,307.0517	2,307.0517	0.7164	0.0000	2,324.9627
Maximum	**237.0656**	**46.4460**	**39.6338**	**0.1195**	**18.2032**	**2.0456**	**20.2488**	**9.9670**	**1.8820**	**11.8490**	**0.0000**	**12,035.3440**	**12,035.3440**	**1.9482**	**0.0000**	**12,060.6013**

2.1 Overall Construction (Maximum Daily Emission)

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	4.2621	46.4460	31.4068	0.0635	18.2032	2.0456	20.2488	9.9670	1.8820	11.8490	0.0000	6,154.3377	6,154.3377	1.9472	0.0000	6,203.0186
2022	4.7966	38.8851	39.6338	0.1195	8.8255	1.6361	10.4616	3.6369	1.5052	5.1421	0.0000	12,035.3440	12,035.3440	1.9482	0.0000	12,060.6013
2023	4.3939	25.8648	37.5031	0.1162	7.0088	0.7598	7.7685	1.8799	0.7142	2.5940	0.0000	11,710.4080	11,710.4080	0.9617	0.0000	11,734.4497
2024	237.0656	9.5503	14.9372	0.0238	1.2171	0.4694	1.2875	0.3229	0.4319	0.4621	0.0000	2,307.0517	2,307.0517	0.7164	0.0000	2,324.9627
Maximum	**237.0656**	**46.4460**	**39.6338**	**0.1195**	**18.2032**	**2.0456**	**20.2488**	**9.9670**	**1.8820**	**11.8490**	**0.0000**	**12,035.3440**	**12,035.3440**	**1.9482**	**0.0000**	**12,060.6013**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Energy	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387
Mobile	9.5233	45.9914	110.0422	0.4681	45.9592	0.3373	46.2965	12.2950	0.3132	12.6083		47,917.8005	47,917.8005	2.1953		47,972.6839
Total	**40.7912**	**67.7872**	**202.7424**	**0.6043**	**45.9592**	**2.4640**	**48.4231**	**12.2950**	**2.4399**	**14.7349**	**0.0000**	**74,422.3787**	**74,422.3787**	**2.8429**	**0.4832**	**74,637.4417**

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Energy	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387
Mobile	9.5233	45.9914	110.0422	0.4681	45.9592	0.3373	46.2965	12.2950	0.3132	12.6083		47,917.8005	47,917.8005	2.1953		47,972.6839
Total	**40.7912**	**67.7872**	**202.7424**	**0.6043**	**45.9592**	**2.4640**	**48.4231**	**12.2950**	**2.4399**	**14.7349**	**0.0000**	**74,422.3787**	**74,422.3787**	**2.8429**	**0.4832**	**74,637.4417**

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	9/1/2021	10/12/2021	5	30	
2	Site Preparation	Site Preparation	10/13/2021	11/9/2021	5	20	
3	Grading	Grading	11/10/2021	1/11/2022	5	45	
4	Building Construction	Building Construction	1/12/2022	12/12/2023	5	500	
5	Paving	Paving	12/13/2023	1/30/2024	5	35	
6	Architectural Coating	Architectural Coating	1/31/2024	3/19/2024	5	35	

Acres of Grading (Site Preparation Phase): 0

Acres of Grading (Grading Phase): 112.5

Acres of Paving: 0

Residential Indoor: 2,025,000; Residential Outdoor: 675,000; Non-Residential Indoor: 326,400; Non-Residential Outdoor: 108,800; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Excavators	3	8.00	158	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Grading	Excavators	2	8.00	158	0.38
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Scrapers	2	8.00	367	0.48
Grading	Tractors/Loaders/Backhoes	2	8.00	97	0.37
Building Construction	Cranes	1	7.00	231	0.29
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45
Paving	Pavers	2	8.00	130	0.42
Paving	Paving Equipment	2	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	458.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	8	20.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	801.00	143.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	160.00	0.00	0.00	10.00	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					3.3074	0.0000	3.3074	0.5008	0.0000	0.5008			0.0000			0.0000
Off-Road	3.1651	31.4407	21.5650	0.0388		1.5513	1.5513		1.4411	1.4411		3,747.9449	3,747.9449	1.0549		3,774.3174
Total	**3.1651**	**31.4407**	**21.5650**	**0.0388**	**3.3074**	**1.5513**	**4.8588**	**0.5008**	**1.4411**	**1.9419**		**3,747.9449**	**3,747.9449**	**1.0549**		**3,774.3174**

3.2 Demolition - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1304	4.1454	1.0182	0.0117	0.2669	0.0128	0.2797	0.0732	0.0122	0.0854		1,269.8555	1,269.8555	0.0908		1,272.1252
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0532	0.0346	0.3963	1.1100e-003	0.1141	9.5000e-004	0.1151	0.0303	8.8000e-004	0.0311		110.4707	110.4707	3.3300e-003		110.5539
Total	**0.1835**	**4.1800**	**1.4144**	**0.0128**	**0.3810**	**0.0137**	**0.3948**	**0.1034**	**0.0131**	**0.1165**		**1,380.3262**	**1,380.3262**	**0.0941**		**1,382.6791**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					3.3074	0.0000	3.3074	0.5008	0.0000	0.5008			0.0000			0.0000
Off-Road	3.1651	31.4407	21.5650	0.0388		1.5513	1.5513		1.4411	1.4411	0.0000	3,747.9449	3,747.9449	1.0549		3,774.3174
Total	**3.1651**	**31.4407**	**21.5650**	**0.0388**	**3.3074**	**1.5513**	**4.8588**	**0.5008**	**1.4411**	**1.9419**	**0.0000**	**3,747.9449**	**3,747.9449**	**1.0549**		**3,774.3174**

3.2 Demolition - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.1304	4.1454	1.0182	0.0117	0.2669	0.0128	0.2797	0.0732	0.0122	0.0854		1,269.8555	1,269.8555	0.0908		1,272.1252
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0532	0.0346	0.3963	1.1100e-003	0.1141	9.5000e-004	0.1151	0.0303	8.8000e-004	0.0311		110.4707	110.4707	3.3300e-003		110.5539
Total	**0.1835**	**4.1800**	**1.4144**	**0.0128**	**0.3810**	**0.0137**	**0.3948**	**0.1034**	**0.0131**	**0.1165**		**1,380.3262**	**1,380.3262**	**0.0941**		**1,382.6791**

3.3 Site Preparation - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	3.8882	40.4971	21.1543	0.0380		2.0445	2.0445		1.8809	1.8809		3,685.6569	3,685.6569	1.1920		3,715.4573
Total	**3.8882**	**40.4971**	**21.1543**	**0.0380**	**18.0663**	**2.0445**	**20.1107**	**9.9307**	**1.8809**	**11.8116**		**3,685.6569**	**3,685.6569**	**1.1920**		**3,715.4573**

3.3 Site Preparation - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0638	0.0415	0.4755	1.3300e-003	0.1369	1.1400e-003	0.1381	0.0363	1.0500e-003	0.0374		132.5649	132.5649	3.9900e-003		132.6646
Total	**0.0638**	**0.0415**	**0.4755**	**1.3300e-003**	**0.1369**	**1.1400e-003**	**0.1381**	**0.0363**	**1.0500e-003**	**0.0374**		**132.5649**	**132.5649**	**3.9900e-003**		**132.6646**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					18.0663	0.0000	18.0663	9.9307	0.0000	9.9307			0.0000			0.0000
Off-Road	3.8882	40.4971	21.1543	0.0380		2.0445	2.0445		1.8809	1.8809	0.0000	3,685.6569	3,685.6569	1.1920		3,715.4573
Total	**3.8882**	**40.4971**	**21.1543**	**0.0380**	**18.0663**	**2.0445**	**20.1107**	**9.9307**	**1.8809**	**11.8116**	**0.0000**	**3,685.6569**	**3,685.6569**	**1.1920**		**3,715.4573**

3.3 Site Preparation - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0638	0.0415	0.4755	1.3300e-003	0.1369	1.1400e-003	0.1381	0.0363	1.0500e-003	0.0374		132.5649	132.5649	3.9900e-003		132.6646
Total	**0.0638**	**0.0415**	**0.4755**	**1.3300e-003**	**0.1369**	**1.1400e-003**	**0.1381**	**0.0363**	**1.0500e-003**	**0.0374**		**132.5649**	**132.5649**	**3.9900e-003**		**132.6646**

3.4 Grading - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	4.1912	46.3998	30.8785	0.0620		1.9853	1.9853		1.8265	1.8265		6,007.0434	6,007.0434	1.9428		6,055.6134
Total	**4.1912**	**46.3998**	**30.8785**	**0.0620**	**8.6733**	**1.9853**	**10.6587**	**3.5965**	**1.8265**	**5.4230**		**6,007.0434**	**6,007.0434**	**1.9428**		**6,055.6134**

3.4 Grading - 2021

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0709	0.0462	0.5284	1.4800e-003	0.1521	1.2700e-003	0.1534	0.0404	1.1700e-003	0.0415		147.2943	147.2943	4.4300e-003		147.4051
Total	**0.0709**	**0.0462**	**0.5284**	**1.4800e-003**	**0.1521**	**1.2700e-003**	**0.1534**	**0.0404**	**1.1700e-003**	**0.0415**		**147.2943**	**147.2943**	**4.4300e-003**		**147.4051**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	4.1912	46.3998	30.8785	0.0620		1.9853	1.9853		1.8265	1.8265	0.0000	6,007.0434	6,007.0434	1.9428		6,055.6134
Total	**4.1912**	**46.3998**	**30.8785**	**0.0620**	**8.6733**	**1.9853**	**10.6587**	**3.5965**	**1.8265**	**5.4230**	**0.0000**	**6,007.0434**	**6,007.0434**	**1.9428**		**6,055.6134**

3.4 Grading - 2021

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0709	0.0462	0.5284	1.4800e-003	0.1521	1.2700e-003	0.1534	0.0404	1.1700e-003	0.0415		147.2943	147.2943	4.4300e-003		147.4051
Total	**0.0709**	**0.0462**	**0.5284**	**1.4800e-003**	**0.1521**	**1.2700e-003**	**0.1534**	**0.0404**	**1.1700e-003**	**0.0415**		**147.2943**	**147.2943**	**4.4300e-003**		**147.4051**

3.4 Grading - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	3.6248	38.8435	29.0415	0.0621		1.6349	1.6349		1.5041	1.5041		6,011.4105	6,011.4105	1.9442		6,060.0158
Total	**3.6248**	**38.8435**	**29.0415**	**0.0621**	**8.6733**	**1.6349**	**10.3082**	**3.5965**	**1.5041**	**5.1006**		**6,011.4105**	**6,011.4105**	**1.9442**		**6,060.0158**

3.4 Grading - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0665	0.0416	0.4861	1.4300e-003	0.1521	1.2300e-003	0.1534	0.0404	1.1300e-003	0.0415		142.1207	142.1207	4.0000e-003		142.2207
Total	**0.0665**	**0.0416**	**0.4861**	**1.4300e-003**	**0.1521**	**1.2300e-003**	**0.1534**	**0.0404**	**1.1300e-003**	**0.0415**		**142.1207**	**142.1207**	**4.0000e-003**		**142.2207**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					8.6733	0.0000	8.6733	3.5965	0.0000	3.5965			0.0000			0.0000
Off-Road	3.6248	38.8435	29.0415	0.0621		1.6349	1.6349		1.5041	1.5041	0.0000	6,011.4105	6,011.4105	1.9442		6,060.0158
Total	**3.6248**	**38.8435**	**29.0415**	**0.0621**	**8.6733**	**1.6349**	**10.3082**	**3.5965**	**1.5041**	**5.1006**	**0.0000**	**6,011.4105**	**6,011.4105**	**1.9442**		**6,060.0158**

3.4 Grading - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0665	0.0416	0.4861	1.4300e-003	0.1521	1.2300e-003	0.1534	0.0404	1.1300e-003	0.0415		142.1207	142.1207	4.0000e-003		142.2207
Total	**0.0665**	**0.0416**	**0.4861**	**1.4300e-003**	**0.1521**	**1.2300e-003**	**0.1534**	**0.0404**	**1.1300e-003**	**0.0415**		**142.1207**	**142.1207**	**4.0000e-003**		**142.2207**

3.5 Building Construction - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612		2,554.3336	2,554.3336	0.6120		2,569.6322
Total	**1.7062**	**15.6156**	**16.3634**	**0.0269**		**0.8090**	**0.8090**		**0.7612**	**0.7612**		**2,554.3336**	**2,554.3336**	**0.6120**		**2,569.6322**

3.5 Building Construction - 2022

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.4284	13.1673	3.8005	0.0354	0.9155	0.0256	0.9412	0.2636	0.0245	0.2881		3,789.0750	3,789.0750	0.2381		3,795.0283
Worker	2.6620	1.6677	19.4699	0.0571	6.0932	0.0493	6.1425	1.6163	0.0454	1.6617		5,691.9354	5,691.9354	0.1602		5,695.9408
Total	**3.0904**	**14.8350**	**23.2704**	**0.0926**	**7.0087**	**0.0749**	**7.0836**	**1.8799**	**0.0699**	**1.9498**		**9,481.0104**	**9,481.0104**	**0.3984**		**9,490.9691**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612	0.0000	2,554.3336	2,554.3336	0.6120		2,569.6322
Total	**1.7062**	**15.6156**	**16.3634**	**0.0269**		**0.8090**	**0.8090**		**0.7612**	**0.7612**	**0.0000**	**2,554.3336**	**2,554.3336**	**0.6120**		**2,569.6322**

3.5 Building Construction - 2022

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.4284	13.1673	3.8005	0.0354	0.9155	0.0256	0.9412	0.2636	0.0245	0.2881		3,789.0750	3,789.0750	0.2381		3,795.0283
Worker	2.6620	1.6677	19.4699	0.0571	6.0932	0.0493	6.1425	1.6163	0.0454	1.6617		5,691.9354	5,691.9354	0.1602		5,695.9408
Total	**3.0904**	**14.8350**	**23.2704**	**0.0926**	**7.0087**	**0.0749**	**7.0836**	**1.8799**	**0.0699**	**1.9498**		**9,481.0104**	**9,481.0104**	**0.3984**		**9,490.9691**

3.5 Building Construction - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584		2,555.2099	2,555.2099	0.6079		2,570.4061
Total	**1.5728**	**14.3849**	**16.2440**	**0.0269**		**0.6997**	**0.6997**		**0.6584**	**0.6584**		**2,555.2099**	**2,555.2099**	**0.6079**		**2,570.4061**

3.5 Building Construction - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.3183	9.9726	3.3771	0.0343	0.9156	0.0122	0.9277	0.2636	0.0116	0.2752		3,671.4007	3,671.4007	0.2096		3,676.6417
Worker	2.5029	1.5073	17.8820	0.0550	6.0932	0.0479	6.1411	1.6163	0.0441	1.6604		5,483.7974	5,483.7974	0.1442		5,487.4020
Total	**2.8211**	**11.4799**	**21.2591**	**0.0893**	**7.0088**	**0.0601**	**7.0688**	**1.8799**	**0.0557**	**1.9356**		**9,155.1981**	**9,155.1981**	**0.3538**		**9,164.0437**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584	0.0000	2,555.2099	2,555.2099	0.6079		2,570.4061
Total	**1.5728**	**14.3849**	**16.2440**	**0.0269**		**0.6997**	**0.6997**		**0.6584**	**0.6584**	**0.0000**	**2,555.2099**	**2,555.2099**	**0.6079**		**2,570.4061**

3.5 Building Construction - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.3183	9.9726	3.3771	0.0343	0.9156	0.0122	0.9277	0.2636	0.0116	0.2752		3,671.4007	3,671.4007	0.2096		3,676.6417
Worker	2.5029	1.5073	17.8820	0.0550	6.0932	0.0479	6.1411	1.6163	0.0441	1.6604		5,483.7974	5,483.7974	0.1442		5,487.4020
Total	**2.8211**	**11.4799**	**21.2591**	**0.0893**	**7.0088**	**0.0601**	**7.0688**	**1.8799**	**0.0557**	**1.9356**		**9,155.1981**	**9,155.1981**	**0.3538**		**9,164.0437**

3.6 Paving - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694		2,207.5841	2,207.5841	0.7140		2,225.4336
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**1.0327**	**10.1917**	**14.5842**	**0.0228**		**0.5102**	**0.5102**		**0.4694**	**0.4694**		**2,207.5841**	**2,207.5841**	**0.7140**		**2,225.4336**

3.6 Paving - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0469	0.0282	0.3349	1.0300e-003	0.1141	9.0000e-004	0.1150	0.0303	8.3000e-004	0.0311		102.6928	102.6928	2.7000e-003		102.7603
Total	**0.0469**	**0.0282**	**0.3349**	**1.0300e-003**	**0.1141**	**9.0000e-004**	**0.1150**	**0.0303**	**8.3000e-004**	**0.0311**		**102.6928**	**102.6928**	**2.7000e-003**		**102.7603**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.0327	10.1917	14.5842	0.0228		0.5102	0.5102		0.4694	0.4694	0.0000	2,207.5841	2,207.5841	0.7140		2,225.4336
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**1.0327**	**10.1917**	**14.5842**	**0.0228**		**0.5102**	**0.5102**		**0.4694**	**0.4694**	**0.0000**	**2,207.5841**	**2,207.5841**	**0.7140**		**2,225.4336**

3.6 Paving - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0469	0.0282	0.3349	1.0300e-003	0.1141	9.0000e-004	0.1150	0.0303	8.3000e-004	0.0311		102.6928	102.6928	2.7000e-003		102.7603
Total	**0.0469**	**0.0282**	**0.3349**	**1.0300e-003**	**0.1141**	**9.0000e-004**	**0.1150**	**0.0303**	**8.3000e-004**	**0.0311**		**102.6928**	**102.6928**	**2.7000e-003**		**102.7603**

3.6 Paving - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310		2,207.5472	2,207.5472	0.7140		2,225.3963
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.9882**	**9.5246**	**14.6258**	**0.0228**		**0.4685**	**0.4685**		**0.4310**	**0.4310**		**2,207.5472**	**2,207.5472**	**0.7140**		**2,225.3963**

3.6 Paving - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0444	0.0257	0.3114	1.0000e-003	0.1141	8.8000e-004	0.1150	0.0303	8.1000e-004	0.0311		99.5045	99.5045	2.4700e-003		99.5663
Total	**0.0444**	**0.0257**	**0.3114**	**1.0000e-003**	**0.1141**	**8.8000e-004**	**0.1150**	**0.0303**	**8.1000e-004**	**0.0311**		**99.5045**	**99.5045**	**2.4700e-003**		**99.5663**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9882	9.5246	14.6258	0.0228		0.4685	0.4685		0.4310	0.4310	0.0000	2,207.5472	2,207.5472	0.7140		2,225.3963
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.9882**	**9.5246**	**14.6258**	**0.0228**		**0.4685**	**0.4685**		**0.4310**	**0.4310**	**0.0000**	**2,207.5472**	**2,207.5472**	**0.7140**		**2,225.3963**

3.6 Paving - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0444	0.0257	0.3114	1.0000e-003	0.1141	8.8000e-004	0.1150	0.0303	8.1000e-004	0.0311		99.5045	99.5045	2.4700e-003		99.5663
Total	**0.0444**	**0.0257**	**0.3114**	**1.0000e-003**	**0.1141**	**8.8000e-004**	**0.1150**	**0.0303**	**8.1000e-004**	**0.0311**		**99.5045**	**99.5045**	**2.4700e-003**		**99.5663**

3.7 Architectural Coating - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	236.4115					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609		281.4481	281.4481	0.0159		281.8443
Total	**236.5923**	**1.2188**	**1.8101**	**2.9700e-003**		**0.0609**	**0.0609**		**0.0609**	**0.0609**		**281.4481**	**281.4481**	**0.0159**		**281.8443**

3.7 Architectural Coating - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.4734	0.2743	3.3220	0.0107	1.2171	9.4300e-003	1.2266	0.3229	8.6800e-003	0.3315		1,061.3818	1,061.3818	0.0264		1,062.0410
Total	**0.4734**	**0.2743**	**3.3220**	**0.0107**	**1.2171**	**9.4300e-003**	**1.2266**	**0.3229**	**8.6800e-003**	**0.3315**		**1,061.3818**	**1,061.3818**	**0.0264**		**1,062.0410**

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	236.4115					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609	0.0000	281.4481	281.4481	0.0159		281.8443
Total	**236.5923**	**1.2188**	**1.8101**	**2.9700e-003**		**0.0609**	**0.0609**		**0.0609**	**0.0609**	**0.0000**	**281.4481**	**281.4481**	**0.0159**		**281.8443**

3.7 Architectural Coating - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.4734	0.2743	3.3220	0.0107	1.2171	9.4300e-003	1.2266	0.3229	8.6800e-003	0.3315		1,061.3818	1,061.3818	0.0264		1,062.0410
Total	**0.4734**	**0.2743**	**3.3220**	**0.0107**	**1.2171**	**9.4300e-003**	**1.2266**	**0.3229**	**8.6800e-003**	**0.3315**		**1,061.3818**	**1,061.3818**	**0.0264**		**1,062.0410**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	9.5233	45.9914	110.0422	0.4681	45.9592	0.3373	46.2965	12.2950	0.3132	12.6083		47,917.8005	47,917.8005	2.1953		47,972.6839
Unmitigated	9.5233	45.9914	110.0422	0.4681	45.9592	0.3373	46.2965	12.2950	0.3132	12.6083		47,917.8005	47,917.8005	2.1953		47,972.6839

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Apartments Low Rise	145.75	154.25	154.00	506,227	506,227
Apartments Mid Rise	4,026.75	3,773.25	4075.50	13,660,065	13,660,065
General Office Building	288.45	62.55	31.05	706,812	706,812
High Turnover (Sit Down Restaurant)	2,368.80	2,873.52	2817.72	3,413,937	3,413,937
Hotel	192.00	187.50	160.00	445,703	445,703
Quality Restaurant	501.12	511.92	461.20	707,488	707,488
Regional Shopping Center	528.08	601.44	357.84	1,112,221	1,112,221
Total	8,050.95	8,164.43	8,057.31	20,552,452	20,552,452

4.3 Trip Type Information

Village South Specific Plan (Proposed) - Los Angeles-South Coast County, Winter

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Apartments Low Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
Apartments Mid Rise	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
General Office Building	16.60	8.40	6.90	33.00	48.00	19.00	77	19	4
High Turnover (Sit Down	16.60	8.40	6.90	8.50	72.50	19.00	37	20	43
Hotel	16.60	8.40	6.90	19.40	61.60	19.00	58	38	4
Quality Restaurant	16.60	8.40	6.90	12.00	69.00	19.00	38	18	44
Regional Shopping Center	16.60	8.40	6.90	16.30	64.70	19.00	54	35	11

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Apartments Low Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Apartments Mid Rise	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
General Office Building	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
High Turnover (Sit Down Restaurant)	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Hotel	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Quality Restaurant	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821
Regional Shopping Center	0.543088	0.044216	0.209971	0.116369	0.014033	0.006332	0.021166	0.033577	0.002613	0.001817	0.005285	0.000712	0.000821

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387
NaturalGas Unmitigated	0.7660	6.7462	4.2573	0.0418		0.5292	0.5292		0.5292	0.5292		8,355.9832	8,355.9832	0.1602	0.1532	8,405.6387

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Apartments Low Rise	1119.16	0.0121	0.1031	0.0439	6.6000e-004		8.3400e-003	8.3400e-003		8.3400e-003	8.3400e-003		131.6662	131.6662	2.5200e-003	2.4100e-003	132.4486
Apartments Mid Rise	35784.3	0.3859	3.2978	1.4033	0.0211		0.2666	0.2666		0.2666	0.2666		4,209.9164	4,209.9164	0.0807	0.0772	4,234.9339
General Office Building	1283.42	0.0138	0.1258	0.1057	7.5000e-004		9.5600e-003	9.5600e-003		9.5600e-003	9.5600e-003		150.9911	150.9911	2.8900e-003	2.7700e-003	151.8884
High Turnover (Sit Down Restaurant)	22759.9	0.2455	2.2314	1.8743	0.0134		0.1696	0.1696		0.1696	0.1696		2,677.6342	2,677.6342	0.0513	0.0491	2,693.5460
Hotel	4769.72	0.0514	0.4676	0.3928	2.8100e-003		0.0355	0.0355		0.0355	0.0355		561.1436	561.1436	0.0108	0.0103	564.4782
Quality Restaurant	5057.75	0.0545	0.4959	0.4165	2.9800e-003		0.0377	0.0377		0.0377	0.0377		595.0298	595.0298	0.0114	0.0109	598.5658
Regional Shopping Center	251.616	2.7100e-003	0.0247	0.0207	1.5000e-004		1.8700e-003	1.8700e-003		1.8700e-003	1.8700e-003		29.6019	29.6019	5.7000e-004	5.4000e-004	29.7778
Total		**0.7660**	**6.7463**	**4.2573**	**0.0418**		**0.5292**	**0.5292**		**0.5292**	**0.5292**		**8,355.9832**	**8,355.9832**	**0.1602**	**0.1532**	**8,405.6387**

5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day											lb/day				
Apartments Low Rise	1.11916	0.0121	0.1031	0.0439	6.6000e-004		8.3400e-003	8.3400e-003		8.3400e-003	8.3400e-003		131.6662	131.6662	2.5200e-003	2.4100e-003	132.4486
Apartments Mid Rise	35.7843	0.3859	3.2978	1.4033	0.0211		0.2666	0.2666		0.2666	0.2666		4,209.9164	4,209.9164	0.0807	0.0772	4,234.9339
General Office Building	1.28342	0.0138	0.1258	0.1057	7.5000e-004		9.5600e-003	9.5600e-003		9.5600e-003	9.5600e-003		150.9911	150.9911	2.8900e-003	2.7700e-003	151.8884
High Turnover (Sit Down Restaurant)	22.7599	0.2455	2.2314	1.8743	0.0134		0.1696	0.1696		0.1696	0.1696		2,677.6342	2,677.6342	0.0513	0.0491	2,693.5460
Hotel	4.76972	0.0514	0.4676	0.3928	2.8100e-003		0.0355	0.0355		0.0355	0.0355		561.1436	561.1436	0.0108	0.0103	564.4782
Quality Restaurant	5.05775	0.0545	0.4959	0.4165	2.9800e-003		0.0377	0.0377		0.0377	0.0377		595.0298	595.0298	0.0114	0.0109	598.5658
Regional Shopping Center	0.251616	2.7100e-003	0.0247	0.0207	1.5000e-004		1.8700e-003	1.8700e-003		1.8700e-003	1.8700e-003		29.6019	29.6019	5.7000e-004	5.4000e-004	29.7778
Total		**0.7660**	**6.7463**	**4.2573**	**0.0418**		**0.5292**	**0.5292**		**0.5292**	**0.5292**		**8,355.9832**	**8,355.9832**	**0.1602**	**0.1532**	**8,405.6387**

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192
Unmitigated	30.5020	15.0496	88.4430	0.0944		1.5974	1.5974		1.5974	1.5974	0.0000	18,148.5950	18,148.5950	0.4874	0.3300	18,259.1192

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	2.2670					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	24.1085					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	1.6500	14.1000	6.0000	0.0900		1.1400	1.1400		1.1400	1.1400	0.0000	18,000.0000	18,000.0000	0.3450	0.3300	18,106.9650
Landscaping	2.4766	0.9496	82.4430	4.3600e-003		0.4574	0.4574		0.4574	0.4574		148.5950	148.5950	0.1424		152.1542
Total	**30.5020**	**15.0496**	**88.4430**	**0.0944**		**1.5974**	**1.5974**		**1.5974**	**1.5974**	**0.0000**	**18,148.5950**	**18,148.5950**	**0.4874**	**0.3300**	**18,259.1192**

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	2.2670					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	24.1085					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	1.6500	14.1000	6.0000	0.0900		1.1400	1.1400		1.1400	1.1400	0.0000	18,000.0000	18,000.0000	0.3450	0.3300	18,106.9650
Landscaping	2.4766	0.9496	82.4430	4.3600e-003		0.4574	0.4574		0.4574	0.4574		148.5950	148.5950	0.1424		152.1542
Total	**30.5020**	**15.0496**	**88.4430**	**0.0944**		**1.5974**	**1.5974**		**1.5974**	**1.5974**	**0.0000**	**18,148.5950**	**18,148.5950**	**0.4874**	**0.3300**	**18,259.1192**

7.0 Water Detail

7.1 Mitigation Measures Water

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

Attachment C

Local Hire Provision Net Change	
Without Local Hire Provision	
Total Construction GHG Emissions (MT CO2e)	3,623
Amortized (MT CO2e/year)	120.77
With Local Hire Provision	
Total Construction GHG Emissions (MT CO2e)	3,024
Amortized (MT CO2e/year)	100.80
% Decrease in Construction-related GHG Emissions	***17%***

EXHIBIT B

SWAPE Technical Consultation, Data Analysis and Litigation Support for the Environment

SOIL WATER AIR PROTECTION ENTERPRISE
2656 29th Street, Suite 201
Santa Monica, California 90405
Attn: Paul Rosenfeld, Ph.D.
Mobil: (310) 795-2335
Office: (310) 452-5555
Fax: (310) 452-5550
Email: prosenfeld@swape.com

Paul Rosenfeld, Ph.D.

Chemical Fate and Transport & Air Dispersion Modeling

Principal Environmental Chemist

Risk Assessment & Remediation Specialist

Education

Ph.D. Soil Chemistry, University of Washington, 1999. Dissertation on volatile organic compound filtration.

M.S. Environmental Science, U.C. Berkeley, 1995. Thesis on organic waste economics.

B.A. Environmental Studies, U.C. Santa Barbara, 1991. Thesis on wastewater treatment.

Professional Experience

Dr. Rosenfeld has over 25 years' experience conducting environmental investigations and risk assessments for evaluating impacts to human health, property, and ecological receptors. His expertise focuses on the fate and transport of environmental contaminants, human health risk, exposure assessment, and ecological restoration. Dr. Rosenfeld has evaluated and modeled emissions from unconventional oil drilling operations, oil spills, landfills, boilers and incinerators, process stacks, storage tanks, confined animal feeding operations, and many other industrial and agricultural sources. His project experience ranges from monitoring and modeling of pollution sources to evaluating impacts of pollution on workers at industrial facilities and residents in surrounding communities.

Dr. Rosenfeld has investigated and designed remediation programs and risk assessments for contaminated sites containing lead, heavy metals, mold, bacteria, particulate matter, petroleum hydrocarbons, chlorinated solvents, pesticides, radioactive waste, dioxins and furans, semi- and volatile organic compounds, PCBs, PAHs, perchlorate, asbestos, per- and poly-fluoroalkyl substances (PFOA/PFOS), unusual polymers, fuel oxygenates (MTBE), among other pollutants. Dr. Rosenfeld also has experience evaluating greenhouse gas emissions from various projects and is an expert on the assessment of odors from industrial and agricultural sites, as well as the evaluation of odor nuisance impacts and technologies for abatement of odorous emissions. As a principal scientist at SWAPE, Dr. Rosenfeld directs air dispersion modeling and exposure assessments. He has served as an expert witness and testified about pollution sources causing nuisance and/or personal injury at dozens of sites and has testified as an expert witness on more than ten cases involving exposure to air contaminants from industrial sources.

Professional History:

Soil Water Air Protection Enterprise (SWAPE); 2003 to present; Principal and Founding Partner
UCLA School of Public Health; 2007 to 2011; Lecturer (Assistant Researcher)
UCLA School of Public Health; 2003 to 2006; Adjunct Professor
UCLA Environmental Science and Engineering Program; 2002-2004; Doctoral Intern Coordinator
UCLA Institute of the Environment, 2001-2002; Research Associate
Komex H_2O Science, 2001 to 2003; Senior Remediation Scientist
National Groundwater Association, 2002-2004; Lecturer
San Diego State University, 1999-2001; Adjunct Professor
Anteon Corp., San Diego, 2000-2001; Remediation Project Manager
Ogden (now Amec), San Diego, 2000-2000; Remediation Project Manager
Bechtel, San Diego, California, 1999 – 2000; Risk Assessor
King County, Seattle, 1996 – 1999; Scientist
James River Corp., Washington, 1995-96; Scientist
Big Creek Lumber, Davenport, California, 1995; Scientist
Plumas Corp., California and USFS, Tahoe 1993-1995; Scientist
Peace Corps and World Wildlife Fund, St. Kitts, West Indies, 1991-1993; Scientist

Publications:

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Rosenfeld, P. E. (October 15-18, 2007). The Repeated Trespass of Tritium-Contaminated Water Into A Surrounding Community Form Repeated Waste Spills From A Nuclear Power Plant. *The 23rd Annual International Conferences on Soils Sediment and Water*. Platform lecture conducted from University of Massachusetts, Amherst MA.

Rosenfeld, P. E. (October 15-18, 2007). Somerville Community Exposure To Contaminants From Wood Treatment Facility Emissions. The *23rd Annual International Conferences on Soils Sediment and Water*. Lecture conducted from University of Massachusetts, Amherst MA.

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Rosenfeld P. E. (March 2007). Blood and Attic Sampling for Dioxin/Furan, PAH, and Metal Exposure in Florala, Alabama. *The AEHS Annual Meeting.* Lecture conducted from San Diego, CA.

Hensley A.R., Scott, A., **Rosenfeld P.E.,** Clark, J.J.J. (August 21 – 25, 2006). Dioxin Containing Attic Dust And Human Blood Samples Collected Near A Former Wood Treatment Facility. *The 26th International Symposium on Halogenated Persistent Organic Pollutants – DIOXIN2006*. Lecture conducted from Radisson SAS Scandinavia Hotel in Oslo Norway.

Hensley A.R., Scott, A., **Rosenfeld P.E.,** Clark, J.J.J. (November 4-8, 2006). Dioxin Containing Attic Dust And Human Blood Samples Collected Near A Former Wood Treatment Facility. *APHA 134 Annual Meeting & Exposition.* Lecture conducted from Boston Massachusetts.

Paul Rosenfeld Ph.D. (October 24-25, 2005). Fate, Transport and Persistence of PFOA and Related Chemicals. Mealey's C8/PFOA. *Science, Risk & Litigation Conference.* Lecture conducted from The Rittenhouse Hotel, Philadelphia, PA.

Paul Rosenfeld Ph.D. (September 19, 2005). Brominated Flame Retardants in Groundwater: Pathways to Human Ingestion, *Toxicology and Remediation PEMA Emerging Contaminant Conference*. Lecture conducted from Hilton Hotel, Irvine California.

Paul Rosenfeld Ph.D. (September 19, 2005). Fate, Transport, Toxicity, And Persistence of 1,2,3-TCP. *PEMA Emerging Contaminant Conference.* Lecture conducted from Hilton Hotel in Irvine, California.

Paul Rosenfeld Ph.D. (September 26-27, 2005). Fate, Transport and Persistence of PDBEs. *Mealey's Groundwater Conference.* Lecture conducted from Ritz Carlton Hotel, Marina Del Ray, California.

Paul Rosenfeld Ph.D. (June 7-8, 2005). Fate, Transport and Persistence of PFOA and Related Chemicals. *International Society of Environmental Forensics: Focus On Emerging Contaminants*. Lecture conducted from Sheraton Oceanfront Hotel, Virginia Beach, Virginia.

Paul Rosenfeld Ph.D. (July 21-22, 2005). Fate Transport, Persistence and Toxicology of PFOA and Related Perfluorochemicals. *2005 National Groundwater Association Ground Water And Environmental Law Conference*. Lecture conducted from Wyndham Baltimore Inner Harbor, Baltimore Maryland.

Paul Rosenfeld Ph.D. (July 21-22, 2005). Brominated Flame Retardants in Groundwater: Pathways to Human Ingestion, Toxicology and Remediation. *2005 National Groundwater Association Ground Water and Environmental Law Conference.* Lecture conducted from Wyndham Baltimore Inner Harbor, Baltimore Maryland.

Paul Rosenfeld, Ph.D. and James Clark Ph.D. and Rob Hesse R.G. (May 5-6, 2004). Tert-butyl Alcohol Liability and Toxicology, A National Problem and Unquantified Liability. *National Groundwater Association. Environmental Law Conference*. Lecture conducted from Congress Plaza Hotel, Chicago Illinois.

Paul Rosenfeld, Ph.D. (March 2004). Perchlorate Toxicology. *Meeting of the American Groundwater Trust*. Lecture conducted from Phoenix Arizona.

Hagemann, M.F., **Paul Rosenfeld, Ph.D.** and Rob Hesse (2004). Perchlorate Contamination of the Colorado River. *Meeting of tribal representatives*. Lecture conducted from Parker, AZ.

Paul Rosenfeld, Ph.D. (April 7, 2004). A National Damage Assessment Model For PCE and Dry Cleaners. *Drycleaner Symposium. California Ground Water Association*. Lecture conducted from Radison Hotel, Sacramento, California.

Rosenfeld, P. E., Grey, M., (June 2003) Two stage biofilter for biosolids composting odor control. *Seventh International In Situ And On Site Bioremediation Symposium Battelle Conference* Orlando, FL.

Paul Rosenfeld, Ph.D. and James Clark Ph.D. (February 20-21, 2003) Understanding Historical Use, Chemical Properties, Toxicity and Regulatory Guidance of 1,4 Dioxane. *National Groundwater Association. Southwest Focus Conference. Water Supply and Emerging Contaminants*.. Lecture conducted from Hyatt Regency Phoenix Arizona.

Paul Rosenfeld, Ph.D. (February 6-7, 2003). Underground Storage Tank Litigation and Remediation. *California CUPA Forum*. Lecture conducted from Marriott Hotel, Anaheim California.

Paul Rosenfeld, Ph.D. (October 23, 2002) Underground Storage Tank Litigation and Remediation. *EPA Underground Storage Tank Roundtable*. Lecture conducted from Sacramento California.

Rosenfeld, P.E. and Suffet, M. (October 7- 10, 2002). Understanding Odor from Compost, *Wastewater and Industrial Processes. Sixth Annual Symposium On Off Flavors in the Aquatic Environment. International Water Association*. Lecture conducted from Barcelona Spain.

Rosenfeld, P.E. and Suffet, M. (October 7- 10, 2002). Using High Carbon Wood Ash to Control Compost Odor. *Sixth Annual Symposium On Off Flavors in the Aquatic Environment. International Water Association*. Lecture conducted from Barcelona Spain.

Rosenfeld, P.E. and Grey, M. A. (September 22-24, 2002). Biocycle Composting For Coastal Sage Restoration. *Northwest Biosolids Management Association*. Lecture conducted from Vancouver Washington..

Rosenfeld, P.E. and Grey, M. A. (November 11-14, 2002). Using High-Carbon Wood Ash to Control Odor at a Green Materials Composting Facility. *Soil Science Society Annual Conferenc*e. Lecture conducted from Indianapolis, Maryland.

Rosenfeld. P.E. (September 16, 2000). Two stage biofilter for biosolids composting odor control. *Water Environment Federation.* Lecture conducted from Anaheim California.

Rosenfeld. P.E. (October 16, 2000). Wood ash and biofilter control of compost odor. *Biofest.* Lecture conducted from Ocean Shores, California.

Rosenfeld, P.E. (2000). Bioremediation Using Organic Soil Amendments. *California Resource Recovery Association*. Lecture conducted from Sacramento California.

Rosenfeld, P.E., C.L. Henry, R. Harrison. (1998). Oat and Grass Seed Germination and Nitrogen and Sulfur Emissions Following Biosolids Incorporation With High-Carbon Wood-Ash. *Water Environment Federation 12th Annual Residuals and Biosolids Management Conference Proceedings*. Lecture conducted from Bellevue Washington.

Rosenfeld, P.E., and C.L. Henry. (1999). An evaluation of ash incorporation with biosolids for odor reduction. *Soil Science Society of America*. Lecture conducted from Salt Lake City Utah.

Rosenfeld, P.E., C.L. Henry, R. Harrison. (1998). Comparison of Microbial Activity and Odor Emissions from Three Different Biosolids Applied to Forest Soil. *Brown and Caldwell.* Lecture conducted from Seattle Washington.

Rosenfeld, P.E., C.L. Henry. (1998). Characterization, Quantification, and Control of Odor Emissions from Biosolids Application To Forest Soil. *Biofest.* Lecture conducted from Lake Chelan, Washington.

Rosenfeld, P.E, C.L. Henry, R. Harrison. (1998). Oat and Grass Seed Germination and Nitrogen and Sulfur Emissions Following Biosolids Incorporation With High-Carbon Wood-Ash. Water Environment Federation 12th Annual Residuals and Biosolids Management Conference Proceedings. Lecture conducted from Bellevue Washington.

Rosenfeld, P.E., C.L. Henry, R. B. Harrison, and R. Dills. (1997). Comparison of Odor Emissions From Three Different Biosolids Applied to Forest Soil. *Soil Science Society of America*. Lecture conducted from Anaheim California.

Teaching Experience:

UCLA Department of Environmental Health (Summer 2003 through 20010) Taught Environmental Health Science 100 to students, including undergrad, medical doctors, public health professionals and nurses. Course focused on the health effects of environmental contaminants.

National Ground Water Association, Successful Remediation Technologies. Custom Course in Sante Fe, New Mexico. May 21, 2002. Focused on fate and transport of fuel contaminants associated with underground storage tanks.

National Ground Water Association; Successful Remediation Technologies Course in Chicago Illinois. April 1, 2002. Focused on fate and transport of contaminants associated with Superfund and RCRA sites.

California Integrated Waste Management Board, April and May, 2001. Alternative Landfill Caps Seminar in San Diego, Ventura, and San Francisco. Focused on both prescriptive and innovative landfill cover design.

UCLA Department of Environmental Engineering, February 5, 2002. Seminar on Successful Remediation Technologies focusing on Groundwater Remediation.

University Of Washington, Soil Science Program, Teaching Assistant for several courses including: Soil Chemistry, Organic Soil Amendments, and Soil Stability.

U.C. Berkeley, Environmental Science Program Teaching Assistant for Environmental Science 10.

Academic Grants Awarded:

California Integrated Waste Management Board. $41,000 grant awarded to UCLA Institute of the Environment. Goal: To investigate effect of high carbon wood ash on volatile organic emissions from compost. 2001.

Synagro Technologies, Corona California: $10,000 grant awarded to San Diego State University.
Goal: investigate effect of biosolids for restoration and remediation of degraded coastal sage soils. 2000.

King County, Department of Research and Technology, Washington State. $100,000 grant awarded to University of Washington: Goal: To investigate odor emissions from biosolids application and the effect of polymers and ash on VOC emissions. 1998.

Northwest Biosolids Management Association, Washington State. $20,000 grant awarded to investigate effect of polymers and ash on VOC emissions from biosolids. 1997.

James River Corporation, Oregon: $10,000 grant was awarded to investigate the success of genetically engineered Poplar trees with resistance to round-up. 1996.

United State Forest Service, Tahoe National Forest: $15,000 grant was awarded to investigating fire ecology of the Tahoe National Forest. 1995.

Kellogg Foundation, Washington D.C. $500 grant was awarded to construct a large anaerobic digester on St. Kitts in West Indies. 1993

Deposition and/or Trial Testimony:

In the United States District Court For The District of New Jersey
Duarte et al, *Plaintiffs,* vs. United States Metals Refining Company et. al. *Defendant.*
Case No.: 2:17-cv-01624-ES-SCM
Rosenfeld Deposition. 6-7-2019

In the United States District Court of Southern District of Texas Galveston Division
M/T Carla Maersk, *Plaintiffs,* vs. Conti 168., Schiffahrts-GMBH & Co. Bulker KG MS "Conti Perdido" *Defendant.*
Case No.: 3:15-CV-00106 consolidated with 3:15-CV-00237
Rosenfeld Deposition. 5-9-2019

In The Superior Court of the State of California In And For The County Of Los Angeles – Santa Monica
Carole-Taddeo-Bates et al., vs. Ifran Khan et al., Defendants
Case No.: No. BC615636
Rosenfeld Deposition, 1-26-2019

In The Superior Court of the State of California In And For The County Of Los Angeles – Santa Monica
The San Gabriel Valley Council of Governments et al. vs El Adobe Apts. Inc. et al., Defendants
Case No.: No. BC646857
Rosenfeld Deposition, 10-6-2018; Trial 3-7-19

In United States District Court For The District of Colorado
Bells et al. Plaintiff vs. The 3M Company et al., Defendants
Case: No 1:16-cv-02531-RBJ
Rosenfeld Deposition, 3-15-2018 and 4-3-2018

In The District Court Of Regan County, Texas, 112th Judicial District
Phillip Bales et al., Plaintiff vs. Dow Agrosciences, LLC, et al., Defendants
Cause No 1923
Rosenfeld Deposition, 11-17-2017

In The Superior Court of the State of California In And For The County Of Contra Costa
Simons et al., Plaintiffs vs. Chevron Corporation, et al., Defendants
Cause No C12-01481
Rosenfeld Deposition, 11-20-2017

In The Circuit Court Of The Twentieth Judicial Circuit, St Clair County, Illinois
Martha Custer et al., Plaintiff vs. Cerro Flow Products, Inc., Defendants
Case No.: No. 0i9-L-2295
Rosenfeld Deposition, 8-23-2017

In The Superior Court of the State of California, For The County of Los Angeles
Warrn Gilbert and Penny Gilber, Plaintiff vs. BMW of North America LLC
Case No.: LC102019 (c/w BC582154)
Rosenfeld Deposition, 8-16-2017, Trail 8-28-2018

In the Northern District Court of Mississippi, Greenville Division
Brenda J. Cooper, et al., *Plaintiffs,* vs. Meritor Inc., et al., *Defendants*
Case Number: 4:16-cv-52-DMB-JVM
Rosenfeld Deposition: July 2017

In The Superior Court of the State of Washington, County of Snohomish
Michael Davis and Julie Davis et al., Plaintiff vs. Cedar Grove Composting Inc., Defendants
Case No.: No. 13-2-03987-5
Rosenfeld Deposition, February 2017
Trial, March 2017

In The Superior Court of the State of California, County of Alameda
Charles Spain., Plaintiff vs. Thermo Fisher Scientific, et al., Defendants
Case No.: RG14711115
Rosenfeld Deposition, September 2015

In The Iowa District Court In And For Poweshiek County
Russell D. Winburn, et al., Plaintiffs vs. Doug Hoksbergen, et al., Defendants
Case No.: LALA002187
Rosenfeld Deposition, August 2015

In The Iowa District Court For Wapello County
Jerry Dovico, et al., Plaintiffs vs. Valley View Sine LLC, et al., Defendants
Law No,: LALA105144 - Division A
Rosenfeld Deposition, August 2015

In The Iowa District Court For Wapello County
Doug Pauls, et al.,, et al., Plaintiffs vs. Richard Warren, et al., Defendants
Law No,: LALA105144 - Division A
Rosenfeld Deposition, August 2015

In The Circuit Court of Ohio County, West Virginia
Robert Andrews, et al. v. Antero, et al.
Civil Action N0. 14-C-30000
Rosenfeld Deposition, June 2015

In The Third Judicial District County of Dona Ana, New Mexico
Betty Gonzalez, et al. Plaintiffs vs. Del Oro Dairy, Del Oro Real Estate LLC, Jerry Settles and Deward DeRuyter, Defendants
Rosenfeld Deposition: July 2015

In The Iowa District Court For Muscatine County
Laurie Freeman et. al. Plaintiffs vs. Grain Processing Corporation, Defendant
Case No 4980
Rosenfeld Deposition: May 2015

In the Circuit Court of the 17th Judicial Circuit, in and For Broward County, Florida
Walter Hinton, et. al. Plaintiff, vs. City of Fort Lauderdale, Florida, a Municipality, Defendant.
Case Number CACE07030358 (26)
Rosenfeld Deposition: December 2014

In the United States District Court Western District of Oklahoma
Tommy McCarty, et al., Plaintiffs, v. Oklahoma City Landfill, LLC d/b/a Southeast Oklahoma City Landfill, et al. Defendants.
Case No. 5:12-cv-01152-C
Rosenfeld Deposition: July 2014

In the County Court of Dallas County Texas
Lisa Parr et al, *Plaintiff*, vs. Aruba et al, *Defendant.*
Case Number cc-11-01650-E
Rosenfeld Deposition: March and September 2013
Rosenfeld Trial: April 2014

In the Court of Common Pleas of Tuscarawas County Ohio
John Michael Abicht, et al., *Plaintiffs,* vs. Republic Services, Inc., et al., *Defendants*
Case Number: 2008 CT 10 0741 (Cons. w/ 2009 CV 10 0987)
Rosenfeld Deposition: October 2012

In the United States District Court of Southern District of Texas Galveston Division
Kyle Cannon, Eugene Donovan, Genaro Ramirez, Carol Sassler, and Harvey Walton, each Individually and on behalf of those similarly situated, *Plaintiffs,* vs. BP Products North America, Inc., *Defendant.*
Case 3:10-cv-00622
Rosenfeld Deposition: February 2012
Rosenfeld Trial: April 2013

In the Circuit Court of Baltimore County Maryland
Philip E. Cvach, II et al., *Plaintiffs* vs. Two Farms, Inc. d/b/a Royal Farms, Defendants
Case Number: 03-C-12-012487 OT
Rosenfeld Deposition: September 2013

EXHIBIT C

SWAPE Technical Consultation, Data Analysis and Litigation Support for the Environment

1640 5th St., Suite 204 Santa
Santa Monica, California 90401
Tel: (949) 887-9013
Email: mhagemann@swape.com

Matthew F. Hagemann, P.G., C.Hg., QSD, QSP

Geologic and Hydrogeologic Characterization
Industrial Stormwater Compliance
Investigation and Remediation Strategies
Litigation Support and Testifying Expert
CEQA Review

Education:

M.S. Degree, Geology, California State University Los Angeles, Los Angeles, CA, 1984.
B.A. Degree, Geology, Humboldt State University, Arcata, CA, 1982.

Professional Certifications:

California Professional Geologist
California Certified Hydrogeologist
Qualified SWPPP Developer and Practitioner

Professional Experience:

Matt has 25 years of experience in environmental policy, assessment and remediation. He spent nine years with the U.S. EPA in the RCRA and Superfund programs and served as EPA's Senior Science Policy Advisor in the Western Regional Office where he identified emerging threats to groundwater from perchlorate and MTBE. While with EPA, Matt also served as a Senior Hydrogeologist in the oversight of the assessment of seven major military facilities undergoing base closure. He led numerous enforcement actions under provisions of the Resource Conservation and Recovery Act (RCRA) while also working with permit holders to improve hydrogeologic characterization and water quality monitoring.

Matt has worked closely with U.S. EPA legal counsel and the technical staff of several states in the application and enforcement of RCRA, Safe Drinking Water Act and Clean Water Act regulations. Matt has trained the technical staff in the States of California, Hawaii, Nevada, Arizona and the Territory of Guam in the conduct of investigations, groundwater fundamentals, and sampling techniques.

Positions Matt has held include:

- Founding Partner, Soil/Water/Air Protection Enterprise (SWAPE) (2003 – present);
- Geology Instructor, Golden West College, 2010 – 2014;
- Senior Environmental Analyst, Komex H2O Science, Inc. (2000 -- 2003);

- Executive Director, Orange Coast Watch (2001 – 2004);
- Senior Science Policy Advisor and Hydrogeologist, U.S. Environmental Protection Agency (1989–1998);
- Hydrogeologist, National Park Service, Water Resources Division (1998 – 2000);
- Adjunct Faculty Member, San Francisco State University, Department of Geosciences (1993 – 1998);
- Instructor, College of Marin, Department of Science (1990 – 1995);
- Geologist, U.S. Forest Service (1986 – 1998); and
- Geologist, Dames & Moore (1984 – 1986).

Senior Regulatory and Litigation Support Analyst:

With SWAPE, Matt's responsibilities have included:

- Lead analyst and testifying expert in the review of over 100 environmental impact reports since 2003 under CEQA that identify significant issues with regard to hazardous waste, water resources, water quality, air quality, Valley Fever, greenhouse gas emissions, and geologic hazards. Make recommendations for additional mitigation measures to lead agencies at the local and county level to include additional characterization of health risks and implementation of protective measures to reduce worker exposure to hazards from toxins and Valley Fever.
- Stormwater analysis, sampling and best management practice evaluation at industrial facilities.
- Manager of a project to provide technical assistance to a community adjacent to a former Naval shipyard under a grant from the U.S. EPA.
- Technical assistance and litigation support for vapor intrusion concerns.
- Lead analyst and testifying expert in the review of environmental issues in license applications for large solar power plants before the California Energy Commission.
- Manager of a project to evaluate numerous formerly used military sites in the western U.S.
- Manager of a comprehensive evaluation of potential sources of perchlorate contamination in Southern California drinking water wells.
- Manager and designated expert for litigation support under provisions of Proposition 65 in the review of releases of gasoline to sources drinking water at major refineries and hundreds of gas stations throughout California.
- Expert witness on two cases involving MTBE litigation.
- Expert witness and litigation support on the impact of air toxins and hazards at a school.
- Expert witness in litigation at a former plywood plant.

With Komex H2O Science Inc., Matt's duties included the following:

- Senior author of a report on the extent of perchlorate contamination that was used in testimony by the former U.S. EPA Administrator and General Counsel.
- Senior researcher in the development of a comprehensive, electronically interactive chronology of MTBE use, research, and regulation.
- Senior researcher in the development of a comprehensive, electronically interactive chronology of perchlorate use, research, and regulation.
- Senior researcher in a study that estimates nationwide costs for MTBE remediation and drinking water treatment, results of which were published in newspapers nationwide and in testimony against provisions of an energy bill that would limit liability for oil companies.
- Research to support litigation to restore drinking water supplies that have been contaminated by MTBE in California and New York.

- Expert witness testimony in a case of oil production-related contamination in Mississippi.
- Lead author for a multi-volume remedial investigation report for an operating school in Los Angeles that met strict regulatory requirements and rigorous deadlines.

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- Development of strategic approaches for cleanup of contaminated sites in consultation with clients and regulators.

Executive Director:

As Executive Director with Orange Coast Watch, Matt led efforts to restore water quality at Orange County beaches from multiple sources of contamination including urban runoff and the discharge of wastewater. In reporting to a Board of Directors that included representatives from leading Orange County universities and businesses, Matt prepared issue papers in the areas of treatment and disinfection of wastewater and control of the discharge of grease to sewer systems. Matt actively participated in the development of countywide water quality permits for the control of urban runoff and permits for the discharge of wastewater. Matt worked with other nonprofits to protect and restore water quality, including Surfrider, Natural Resources Defense Council and Orange County CoastKeeper as well as with business institutions including the Orange County Business Council.

Hydrogeology:

As a Senior Hydrogeologist with the U.S. Environmental Protection Agency, Matt led investigations to characterize and cleanup closing military bases, including Mare Island Naval Shipyard, Hunters Point Naval Shipyard, Treasure Island Naval Station, Alameda Naval Station, Moffett Field, Mather Army Airfield, and Sacramento Army Depot. Specific activities were as follows:

- Led efforts to model groundwater flow and contaminant transport, ensured adequacy of monitoring networks, and assessed cleanup alternatives for contaminated sediment, soil, and groundwater.
- Initiated a regional program for evaluation of groundwater sampling practices and laboratory analysis at military bases.
- Identified emerging issues, wrote technical guidance, and assisted in policy and regulation development through work on four national U.S. EPA workgroups, including the Superfund Groundwater Technical Forum and the Federal Facilities Forum.

At the request of the State of Hawaii, Matt developed a methodology to determine the vulnerability of groundwater to contamination on the islands of Maui and Oahu. He used analytical models and a GIS to show zones of vulnerability, and the results were adopted and published by the State of Hawaii and County of Maui.

As a hydrogeologist with the EPA Groundwater Protection Section, Matt worked with provisions of the Safe Drinking Water Act and NEPA to prevent drinking water contamination. Specific activities included the following:

- Received an EPA Bronze Medal for his contribution to the development of national guidance for the protection of drinking water.
- Managed the Sole Source Aquifer Program and protected the drinking water of two communities through designation under the Safe Drinking Water Act. He prepared geologic reports, conducted public hearings, and responded to public comments from residents who were very concerned about the impact of designation.

- Reviewed a number of Environmental Impact Statements for planned major developments, including large hazardous and solid waste disposal facilities, mine reclamation, and water transfer.

Matt served as a hydrogeologist with the RCRA Hazardous Waste program. Duties were as follows:

- Supervised the hydrogeologic investigation of hazardous waste sites to determine compliance with Subtitle C requirements.
- Reviewed and wrote "part B" permits for the disposal of hazardous waste.
- Conducted RCRA Corrective Action investigations of waste sites and led inspections that formed the basis for significant enforcement actions that were developed in close coordination with U.S. EPA legal counsel.
- Wrote contract specifications and supervised contractor's investigations of waste sites.

With the National Park Service, Matt directed service-wide investigations of contaminant sources to prevent degradation of water quality, including the following tasks:

- Applied pertinent laws and regulations including CERCLA, RCRA, NEPA, NRDA, and the Clean Water Act to control military, mining, and landfill contaminants.
- Conducted watershed-scale investigations of contaminants at parks, including Yellowstone and Olympic National Park.
- Identified high-levels of perchlorate in soil adjacent to a national park in New Mexico and advised park superintendent on appropriate response actions under CERCLA.
- Served as a Park Service representative on the Interagency Perchlorate Steering Committee, a national workgroup.
- Developed a program to conduct environmental compliance audits of all National Parks while serving on a national workgroup.
- Co-authored two papers on the potential for water contamination from the operation of personal watercraft and snowmobiles, these papers serving as the basis for the development of nation-wide policy on the use of these vehicles in National Parks.
- Contributed to the Federal Multi-Agency Source Water Agreement under the Clean Water Action Plan.

Policy:

Served senior management as the Senior Science Policy Advisor with the U.S. Environmental Protection Agency, Region 9. Activities included the following:

- Advised the Regional Administrator and senior management on emerging issues such as the potential for the gasoline additive MTBE and ammonium perchlorate to contaminate drinking water supplies.
- Shaped EPA's national response to these threats by serving on workgroups and by contributing to guidance, including the Office of Research and Development publication, Oxygenates in Water: Critical Information and Research Needs.
- Improved the technical training of EPA's scientific and engineering staff.
- Earned an EPA Bronze Medal for representing the region's 300 scientists and engineers in negotiations with the Administrator and senior management to better integrate scientific principles into the policy-making process.
- Established national protocol for the peer review of scientific documents.

Geology:

With the U.S. Forest Service, Matt led investigations to determine hillslope stability of areas proposed for timber harvest in the central Oregon Coast Range. Specific activities were as follows:

- Mapped geology in the field, and used aerial photographic interpretation and mathematical models to determine slope stability.
- Coordinated his research with community members who were concerned with natural resource protection.
- Characterized the geology of an aquifer that serves as the sole source of drinking water for the city of Medford, Oregon.

As a consultant with Dames and Moore, Matt led geologic investigations of two contaminated sites (later listed on the Superfund NPL) in the Portland, Oregon, area and a large hazardous waste site in eastern Oregon. Duties included the following:

- Supervised year-long effort for soil and groundwater sampling.
- Conducted aquifer tests.
- Investigated active faults beneath sites proposed for hazardous waste disposal.

Teaching:

From 1990 to 1998, Matt taught at least one course per semester at the community college and university levels:

- At San Francisco State University, held an adjunct faculty position and taught courses in environmental geology, oceanography (lab and lecture), hydrogeology, and groundwater contamination.
- Served as a committee member for graduate and undergraduate students.
- Taught courses in environmental geology and oceanography at the College of Marin.

Matt taught physical geology (lecture and lab and introductory geology at Golden West College in Huntington Beach, California from 2010 to 2014.

Invited Testimony, Reports, Papers and Presentations:

Hagemann, M.F., 2008. Disclosure of Hazardous Waste Issues under CEQA. Presentation to the Public Environmental Law Conference, Eugene, Oregon.

Hagemann, M.F., 2008. Disclosure of Hazardous Waste Issues under CEQA. Invited presentation to U.S. EPA Region 9, San Francisco, California.

Hagemann, M.F., 2005. Use of Electronic Databases in Environmental Regulation, Policy Making and Public Participation. Brownfields 2005, Denver, Coloradao.

Hagemann, M.F., 2004. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in Nevada and the Southwestern U.S. Presentation to a meeting of the American Groundwater Trust, Las Vegas, NV (served on conference organizing committee).

Hagemann, M.F., 2004. Invited testimony to a California Senate committee hearing on air toxins at schools in Southern California, Los Angeles.

Brown, A., Farrow, J., Gray, A. and **Hagemann, M.**, 2004. An Estimate of Costs to Address MTBE Releases from Underground Storage Tanks and the Resulting Impact to Drinking Water Wells. Presentation to the Ground Water and Environmental Law Conference, National Groundwater Association.

Hagemann, M.F., 2004. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in Arizona and the Southwestern U.S. Presentation to a meeting of the American Groundwater Trust, Phoenix, AZ (served on conference organizing committee).

Hagemann, M.F., 2003. Perchlorate Contamination of the Colorado River and Impacts to Drinking Water in the Southwestern U.S. Invited presentation to a special committee meeting of the National Academy of Sciences, Irvine, CA.

Hagemann, M.F., 2003. Perchlorate Contamination of the Colorado River. Invited presentation to a tribal EPA meeting, Pechanga, CA.

Hagemann, M.F., 2003. Perchlorate Contamination of the Colorado River. Invited presentation to a meeting of tribal repesentatives, Parker, AZ.

Hagemann, M.F., 2003. Impact of Perchlorate on the Colorado River and Associated Drinking Water Supplies. Invited presentation to the Inter-Tribal Meeting, Torres Martinez Tribe.

Hagemann, M.F., 2003. The Emergence of Perchlorate as a Widespread Drinking Water Contaminant. Invited presentation to the U.S. EPA Region 9.

Hagemann, M.F., 2003. A Deductive Approach to the Assessment of Perchlorate Contamination. Invited presentation to the California Assembly Natural Resources Committee.

Hagemann, M.F., 2003. Perchlorate: A Cold War Legacy in Drinking Water. Presentation to a meeting of the National Groundwater Association.

Hagemann, M.F., 2002. From Tank to Tap: A Chronology of MTBE in Groundwater. Presentation to a meeting of the National Groundwater Association.

Hagemann, M.F., 2002. A Chronology of MTBE in Groundwater and an Estimate of Costs to Address Impacts to Groundwater. Presentation to the annual meeting of the Society of Environmental Journalists.

Hagemann, M.F., 2002. An Estimate of the Cost to Address MTBE Contamination in Groundwater (and Who Will Pay). Presentation to a meeting of the National Groundwater Association.

Hagemann, M.F., 2002. An Estimate of Costs to Address MTBE Releases from Underground Storage Tanks and the Resulting Impact to Drinking Water Wells. Presentation to a meeting of the U.S. EPA and State Underground Storage Tank Program managers.

Hagemann, M.F., 2001. From Tank to Tap: A Chronology of MTBE in Groundwater. Unpublished report.

Hagemann, M.F., 2001. Estimated Cleanup Cost for MTBE in Groundwater Used as Drinking Water. Unpublished report.

Hagemann, M.F., 2001. Estimated Costs to Address MTBE Releases from Leaking Underground Storage Tanks. Unpublished report.

Hagemann, M.F., and VanMouwerik, M., 1999. Potential Water Quality Concerns Related to Snowmobile Usage. Water Resources Division, National Park Service, Technical Report.

VanMouwerik, M. and **Hagemann, M.F**. 1999, Water Quality Concerns Related to Personal Watercraft Usage. Water Resources Division, National Park Service, Technical Report.

Hagemann, M.F., 1999, Is Dilution the Solution to Pollution in National Parks? The George Wright Society Biannual Meeting, Asheville, North Carolina.

Hagemann, M.F., 1997, The Potential for MTBE to Contaminate Groundwater. U.S. EPA Superfund Groundwater Technical Forum Annual Meeting, Las Vegas, Nevada.

Hagemann, M.F., and Gill, M., 1996, Impediments to Intrinsic Remediation, Moffett Field Naval Air Station, Conference on Intrinsic Remediation of Chlorinated Hydrocarbons, Salt Lake City.

Hagemann, M.F., Fukunaga, G.L., 1996, The Vulnerability of Groundwater to Anthropogenic Contaminants on the Island of Maui, Hawaii. Hawaii Water Works Association Annual Meeting, Maui, October 1996.

Hagemann, M. F., Fukanaga, G. L., 1996, Ranking Groundwater Vulnerability in Central Oahu, Hawaii. Proceedings, Geographic Information Systems in Environmental Resources Management, Air and Waste Management Association Publication VIP-61.

Hagemann, M.F., 1994. Groundwater Characterization and Cleanup at Closing Military Bases in California. Proceedings, California Groundwater Resources Association Meeting.

Hagemann, M.F. and Sabol, M.A., 1993. Role of the U.S. EPA in the High Plains States Groundwater Recharge Demonstration Program. Proceedings, Sixth Biennial Symposium on the Artificial Recharge of Groundwater.

Hagemann, M.F., 1993. U.S. EPA Policy on the Technical Impracticability of the Cleanup of DNAPL-contaminated Groundwater. California Groundwater Resources Association Meeting.

Hagemann, M.F., 1992. Dense Nonaqueous Phase Liquid Contamination of Groundwater: An Ounce of Prevention... Proceedings, Association of Engineering Geologists Annual Meeting, v. 35.

Other Experience:

Selected as subject matter expert for the California Professional Geologist licensing examination, 2009-2011.

Response to Comment Letter O2 - Mitchell M. Tsai (Western States Regional Council of Carpenters [WSRCC])

Response O1-a

This comment does not raise any substantive issues regarding the adequacy of the Draft EIR. The commenter requests to be included on the noticing list for all future notices referring or related to the Project related to CEQA and the California Planning and Zoning Law. The commenter has been added to the noticing and mailing list.

The City of Ontario intends to fully comply with the requirements of California Public Resources Code (PRC) Section 21000 et seq., 21092.2, and 21167(f), California Planning and Zoning Law (Government Code Sections 65000-65010), and California Government Code Section 65092. That is, the comment requests that the City comply with CEQA when responding to Western States Regional Council of Carpenters' (WSRCC) comments. As requested, the City's responses to WSRCC's comments will be sent to the WSRCC as part of the Final EIR distribution prior to certification of Final EIR. As the comment does not raise any issues with respect to the content and adequacy of the Draft EIR or the Project's environmental effects, no further response is warranted. The comment is included here to provide a complete record of WSRCC's letter. The comment will become part of the administrative record and will be considered by the decision-makers. The comment does not raise any CEQA related issues, and no response is therefore warranted.

Response O2-b

The commenter requests that the City include a mitigation measure to require the Project to be built using local workers (i.e., residing within 10 miles of the Project) in order to reduce vehicle miles traveled (VMT), improve jobs/housing balance and the economic performance of the Project and reduce greenhouse gas (GHG) emissions.

The commenter also requests that the City require the Project to be built with construction workers who have graduated from a specified apprenticeship program in order to produce a positive economic impact of the Project. The Draft EIR is intended to evaluate the environmental impacts of the Project. CEQA does not require an analysis of the Project's economic effects or allow mitigation measures intended to address economic characteristics of the Project. 14. Cal. Code Regs. Sections 15064(e), 15064(f)(6), 15131(a) and 15382. Accordingly, the commenter's request for the City to require construction labor requirements in order to improve economic conditions does not raise any CEQA issues. This comment will be provided to the City's decision-makers for their policy consideration.

Regarding VMT as to construction workers, CEQA provides the lead agency with discretion to choose the most appropriate methodology to evaluate a project's VMT (14. Cal. Code Regs. Sections 15064.3[b][4]). CEQA does not require a separate VMT analysis for construction worker trips or for the construction phase of the Project. The Project's Traffic Analysis (provided as ***Appendix I1*** of the Draft EIR) was conducted in accordance with San Bernardino County's *Traffic Impact Study Guidelines*. Additionally, the VMT analysis in the Traffic Analysis concluded that the Project would have a less than significant impact related to VMT, as analyzed in ***Section 4.15: Transportation and Traffic*** of the Draft EIR.

The Project would have a less than significant impact regarding the GHG emissions from construction, as discussed in ***Section 4.8: Greenhouse Gas Emissions*** of the Draft EIR, pages 4.8-18 through 4.8-23. As indicated in ***Section 4.8: Greenhouse Gas Emissions*** of the Draft EIR, Table 4.8-2, the combined 30-year amortized construction GHG emissions for Phase I and II would be 145 metric tons of carbon dioxide-equivalents ($MTCO_2e$; 92 and 53 $MTCO_2e$, respectively). This would account for approximately 0.4 percent of all GHG emissions related to the Project, including operational emissions, which is approximately 36,129 $MTCO_2e$ (refer to ***Section 4.8: Greenhouse Gas Emissions*** of the Draft EIR, page 4.8-22).

The commenter included a letter from Soil Water Air Protection Enterprise (SWAPE) dated March 8, 2021, which discusses GHG emissions associated with trip lengths for construction workers traveling to a job site. The SWAPE letter provided calculations for GHG emissions reductions resulting from local hire provisions being applied to the Project's construction. The SWAPE letter concludes that if a local hire provision with a 10-mile radius were implemented, the GHG emissions associated with Project construction would decrease by approximately 17 percent. However, the SWAPE letter, and the calculations provided, utilized data and information related to a different project in a separate jurisdiction, the Village South Specific Plan and City of Claremont, respectively. The SWAPE letter also uses CalEEMod 2016, while the current version available is CalEEMod 2022.1. The SWAPE letter also uses EMFAC2014 data, while EMFAC2021 is the latest. Therefore, the calculations do not pertain to the Project and are not based on the correct modeling. In comparison, the analysis provided in the Draft EIR utilizes the most up to date and most relevant modeling for the Project.

Furthermore, the SWAPE letter states that it ran a model "reducing all worker trip lengths to 10 miles…" (page 4 of the SWAPE Letter). Thus, the SWAPE letter assumes that a local hire program would produce 100 percent local residents as a project's construction workforce, while being located within 10 miles of the project site. In fact, most local hire programs are able to ensure that only a small percentage of construction workers reside locally. For example, the Community Workforce Agreement between the City of Moreno Valley and the Construction Workers Union (CWA) governing public works contracts defines "Local Residents" as residing in the City of Moreno Valley or Riverside County. The CWA only requires that contractors use "best efforts" to hire local residents and sets a goal of 30 percent of the workforce be local residents. Accordingly, the commenter's suggestion that all construction workers live within 10 miles of the Project site is unrealistic.

Using the attainment of the 30 percent goal as an example of an existing local hire program and utilizing the SWAPE letter's assumption that 100 percent local resident workforce would reduce construction-related GHG emissions by 17 percent (and assuming the SWAPE letter's conclusions are transferrable to the Project), implementing a local hire program for the Project would result in a 5.1 percent reduction in construction-related GHG emissions (30 percent of 17 percent). This would represent a reduction of 7.4 $MTCO_2e$ of construction-related GHG emissions or approximately 0.02 percent of the Project's mitigated construction and operational mitigated emissions combined (36,129 $MTCO_2e$ of construction and operational GHG emissions) or approximately 0.020 percent of the Project's unmitigated emissions (37,931 $MTCO_2e$). This would not constitute a significant reduction in GHG emissions and therefore the implementation of a local-hire provision as a mitigation measure would be ineffective in reducing GHG emissions. The City's "duty to condition project approval on incorporation of feasible mitigation measures only exists when such measures would 'substantially lessen' a significant environmental effect

(Public Resources Code Section 21002; CEQA Guidelines, Section 15021, subd. [a][2]). Thus, the [City] need not, under CEQA, adopt every nickel and dime mitigation scheme brought to its attention or proposed in the project EIR…" (*San Franciscans For Reasonable Growth v. City and County of San Francisco* [1989] 209 Cal.App.3d 1502.) Furthermore, it is quite possible that the 30 percent goal would not be attained and the reduction in GHG emissions could be substantially less. In addition, the local hire program would require extensive record-keeping and monitoring that would not be justified in light of the insignificant reduction in GHG emissions (i.e., the mitigation would not be roughly proportional to the impact as required by CEQA Guidelines Section 15126.4, subd. [a][4][A]–[B]). Therefore, no revisions to the Draft EIR are required.

Response O2-c

The commenter requests that the City require certain construction protocols to address the possibility of COVID-19 infections among construction worker during the construction process. This comment does not address the adequacy of the environmental analysis and/or document. This comment is noted for the record. In addition, at this time, COVID-19 public health restrictions on workplace activities functions have been repealed and are no longer in effect. If COVID-19 infections were to increase in severity, it is expected that applicable public health authorities would impose new restrictions and protocols for testing, distancing and other measures on construction sites to address these public health concerns. Therefore, no revisions to the Draft EIR are required.

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Comment Letter O3 - Mitchell M. Tsai (Western States Regional Council of Carpenters [WSRCC])

P: (626) 314-3821
F: (626) 389-5414
E: info@mitchtsailaw.com

Mitchell M. Tsai
Law Firm

139 South Hudson Avenue
Suite 200
Pasadena, California 91101

VIA E-MAIL

February 29, 2024

Edmelynne V. Hutter, Senior Planner
City of Ontario
303 East B Street
Ontario, CA 91764
Em : ehutter@ontarioca.gov

RE: **Euclid Mixed Use Specific Plan Project**

Dear Edmelynne Hutter:

On behalf of the Western States Regional Council of Carpenters ("**Western Carpenters**" or "**WSRCC**"), my Office is submitting these comments regarding the City of Ontario's ("**City**") Euclid Mixed Use Specific Plan Project (SCH 2023020281) ("**Project**").

WSRCC would like to express its support for this Project and withdraw their prior February 5, 2024, Comment Letter. After receiving clarification and further information about this Project, WSRCC have reached an agreement with the developers that resolves previous environmental concerns.

Should the City have any questions or concerns, please feel free to contact my Office.

Sincerely,

Mitchell M. Tsai
Attorneys for Western States Regional Council of Carpenters

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Response to Comment Letter O3 - Mitchell M. Tsai (Western States Regional Council of Carpenters [WSRCC])

Response O3-a

The commenter is stating their withdrawal of the prior comment letter received February 5, 2024, and expresses their support of the project. No further response is warranted.

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Section 3.0 Errata to the Draft EIR

3.1 INTRODUCTION TO THE ERRATA

In accordance with the CEQA Guidelines Section 15132 (a), this section of the Final EIR provides changes to the Draft EIR that have been made to clarify, correct, or supplement the information provided in that document. This section contains revisions to the Draft EIR based upon (1) additional or revised information required to prepare a response to a specific comment; (2) applicable updated information that was not available at the time of Draft EIR publication; and/or (3) typographical errors. This section also includes additional mitigation measures to fully respond to commenter concerns as well as provide additional clarification to mitigation requirements included in the Draft EIR.

These changes and additions are due to recognition of inadvertent errors or omissions, and to respond to comments received on the Draft EIR during the public review period. The changes described in this section do not add significant new information to the Draft EIR that would require recirculation of the Draft EIR. More specifically, CEQA requires recirculation of a Draft EIR only when "significant new information" is added to a Draft EIR after public notice of the availability of the Draft EIR has occurred (refer to California Public Resources Code [PRC] Section 21092.1 and CEQA Guidelines Section 15088.5), but before the EIR is certified. Section 15088.5 of the CEQA Guidelines specifically states:

New information added to an EIR is not 'significant' unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect (including a feasible project alternative) that the project's proponents have declined to implement. 'Significant new information' requiring recirculation includes, for example, a disclosure showing that:

- A new significant environmental impact would result from the project or from a new mitigation measure proposed to be implemented.
- A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted to reduce the impact to a level of insignificance.
- A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the significant environmental impacts of the project, but the project's proponents decline to adopt it.
- The draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

CEQA Guidelines Section 15088.5 also provides that "[re]circulation is not required where the new information added to the EIR merely clarifies or amplifies or makes insignificant modifications in an adequate EIR... A decision not to recirculate an EIR must be supported by substantial evidence in the administrative record." As demonstrated in this Final EIR, the changes presented in this section do not constitute new significant information warranting recirculation of the Draft EIR as set forth in CEQA Guidelines Section 15088.5. Rather, the Draft EIR is comprehensive and has been prepared in accordance with CEQA.

As explained below, none of the changes adds any new significant information and recirculation is not required.

The responses to comments contain material and revisions that will be added to the text of the Final EIR. City of Ontario staff has reviewed this material and determined that none of this material constitutes the type of significant new information that requires recirculation of the Draft EIR for further public comment under CEQA Guidelines Section 15088.5. None of this new material indicates that the project will result in a significant new environmental impact not previously disclosed or analyzed in the Draft EIR. Additionally, none of this material indicates that there would be a substantial increase in the severity of a previously identified environmental impact that will not be mitigated, or that there would be any of the other circumstances requiring recirculation described in Section 15088.5.

Changes to the Draft EIR are listed by Section, page, paragraph, etc. to best guide the reader to the revision. Changes are identified as follows:

- Deletions are indicated by ~~strikeout text.~~
- Additions are indicated by <u>underline text.</u>

3.2 CHANGES TO THE DRAFT EIR

The following text has been revised in response to comments received on the Draft EIR.

Section 1.0: Executive Summary

<u>The Draft EIR Executive Summary (Section 1.0) is hereby revised to incorporate the minor revisions to mitigation measures noted below.</u>

Section 4.3 Air Quality

1. Mitigation Measure AQ-6 on page 4.3-30 is revised as follows:

MM AQ-6 <u>In residential uses, t</u>~~The~~ installation of wood-burning and natural gas ~~equipment~~<u>fireplaces and stoves</u> shall be prohibited. The purpose of this measure is to limit emissions of ROG, CO, particulate matter, and visible emissions from wood-burning and natural gas ~~devices~~ <u>fireplaces and stoves</u> used for primary heat, supplemental heat, or ambiance. This prohibition shall be noted on the deed and/or lease agreements for future <u>residential</u> property owners/tenants to obey.

Section 4.5: Cultural Resources

1. The third paragraph on Page 4.5-20 is revised as follows:

~~The City Development Code Article 26, Historic Preservation, promotes the public health, safety, and general welfare by:~~

- ~~Safeguarding the character and history of the City which is reflected in its unique cultural, historical, and architectural heritage, with emphasis on the "Model Colony" as recognized by an Act of Congress and presented at the St. Louis World's Fair in 1904;~~
- ~~Promoting public knowledge, appreciation, and understanding of the City's past;~~

- ~~Fostering civic and neighborhood pride in the beauty and accomplishments of the past;~~
- ~~Promoting the enjoyment and use of Historical Resources appropriate for the education and recreation of the people of the City;~~
- ~~Enhancing the visual and aesthetic character, diversity, and interest of the City;~~
- ~~Enhancing property values and stabilizing neighborhoods within the City;~~
- ~~Recognizing Historical Resources and protecting areas of historical buildings from encroachment of incompatible designs;~~
- ~~Providing economic benefits to the City and its inhabitants through financial incentives for preservation;~~
- ~~Protecting and enhancing the City's attraction to tourists and visitors,~~
- ~~Stimulating business and industry;~~
- ~~Promoting public awareness of the benefits of preservation; and~~
- ~~Encouraging public participation in historic preservation, thereby increasing civic pride in the City's heritage.~~

~~The Project area would comply with the City's Historic Preservation Ordinance, ensuring all historically-significant findings within the City, including the Project area, would align with the above standards.~~

The City Development Code Section 4.02.040 through 4.02.065 and, establishes processes and procedures for the historic preservation of the City through discretionary permits and actions, including:

- Procedures by which Local Historic Landmarks and Districts, Historic Resource Tiering, and Architectural Conservation Areas may be designated,
- A process by which a historic resource may rescind or amend its assigned status, including a Local Landmark or Local District Designation, a Tier Designation, an Eligibility Determination, or an Architectural Conservation Area,
- a process to ensure that any alteration to, or demolition of, an eligible or designated historic resource within the City is in keeping with the historic character of the resource,
- a process to ensure that denial of a Certificate of Appropriateness and/or a Demolition Application does not create any undue hardship upon the owner of a Tier I or Tier II historic resource,
- a process to expedite the review process for project areas in which numerous historic resources within a single project area would require the issuance of multiple Certificates of Appropriateness for proposed work to those Historic Resources, and
- a process by which economic incentives may be provided for the preservation of a designated historic landmark or contributing structure within a designated historic district.

The City Development Code Division 7.01, Historic Preservation, specifies significance criteria for the designation of historic resources, procedures for designation, and review procedures to:

- Safeguard the character and history of the City, which is reflected in its unique culturally, historically, and architecturally significant structures and heritage, with emphasis on the "Model Colony," as recognized by an Act of Congress and presented at the St. Louis World's Fair in 1904;
- Encourage and promote the adaptive reuse of the City's historic resources;
- Enhance, perpetuate, and preserve architecturally and historically significant structures and promote revitalization of historic neighborhoods and commercial areas;
- Ensure that the rights of the owners of historic resources are safeguarded;
- Foster civic pride in the beauty and noble accomplishments of the past by promoting private stewardship of historic resources that represent these accomplishments;
- Fulfill the City's responsibilities as a Certified Local Government under Federal preservation laws;
- Promote the identification, documentation, and evaluation of the significance of individual historic resources and districts;
- Implement the historic preservation goals, policies, and programs of the Policy Plan (General Plan) component of The Ontario Plan;
- Promote the City as a destination for tourists and as a desirable location for business;
- Promote public awareness of the value of rehabilitation, restoration, and maintenance of the existing building stock as a means to conserve reusable material and energy resources;
- Recognize the City's historic resources as economic assets and provide economic financial incentives for historic preservation;
- Stabilize and improve property values, and enhance the aesthetic and visual character, place making, diversity, and environmental amenities of the City's historic properties and areas;
- Promote public knowledge, appreciation, and understanding of the City's past, and foster civic and neighborhood pride in the beauty and accomplishments of the past;
- Promote the enjoyment and use of historic resources appropriate for the education and recreation of the people of the City;
- Recognize historic resources and protect areas of historic structures from encroachment of incompatible designs;
- Promote public awareness of the benefits of preservation; and
- Encourage public participation in historic preservation, thereby increasing civic pride in the City's heritage.

2. Mitigation measures listed on page 4.5-29 through 4.5-30 are revised as follows:

Mitigation Measures

MM CUL-1 ~~Prior to issuance of a demolition building permit, every effort shall be made to relocate the Milk Parlor (front portion).~~ If determined by the feasibility study pursuant MM CUL-6 that the historic property is able to be relocated, every effort shall be made to facilitate

the relocation. The buildings shall be offered at no cost for those who can relocate off-site. Advertisements notifying the public of the opportunity to relocate the building shall be placed for a minimum of 30 days: on-site with temporary signage, in at least three local publications (newspapers, magazines, local organization newsletters), and on local bulletin boards.

MM CUL-2 Prior to issuance of a building permit for demolition of historic properties addressed to 13813 Euclid Avenue, 7275 Schaefer Avenue, or 7244 & 7260 Edison Avenue at the same time or separately, a HABS (level 3) documentation, including but not limited to as built drawing, historical narrative, and Historic American Building Survey (HABS) photographs of the subject historic resource ~~pursuant to HABS Level 3 standards~~ shall be submitted to the Planning Department for review, approval, and subsequent release to the Ovitt Family Community Library, Model Colony History Room ~~prior to issuance of demolition building permit~~. Digital files and 2 printed copies are required (one archival and one non-archival).

MM CUL-3 A mitigation fee pursuant to Section 7.01.030 of the Ontario Development Code shall be paid to the Planning Department prior to issuance of building permit for demolition of the historic resources located at 13813 Euclid Avenue, 7275 Schaefer Avenue, and 7244 & 7260 Edison Avenue. Mitigation fee is equal to 30% of the price per square foot construction cost as established in the most current International Code Council Building Valuation Data. The fee amount will be provided by the Planning Department at the time of payment. Funds will be deposited into the City's Historic Preservation Trust Fund.

MM CUL-4 Prior to issuance of a building permit for demolition of historic properties addressed to 13813 Euclid Avenue, 7275 Schaefer Avenue, or 7244 & 7260 Edison Avenue, ~~A~~ a determination shall be made by the Planning Department whether items within or on the historic properties ~~resource~~ should be salvaged ~~shall be made by the Planning Department~~. The applicant shall be responsible for the removal, relocation and donation of such items selected for salvaging. An inventory of salvaged items shall be provided by the applicant to the Planning Department prior to the issuance of building permit.

MM CUL-6 Prior to issuance of a demolition building permit, ~~A~~ a feasibility study of the relocation and adaptive reuse shall be completed by a qualified architect and structural engineer who specializes in historic buildings in consultation with contractors who specialize in moving buildings for the Milk Parlor within the area identified as Phase II. MM CUL-1 shall be implemented if determined relocation is feasible.

MM CUL-7 A comparative study of other dairy areas within California such as the San Joaquin Valley, Arcata Bottoms in Humboldt County, and the Fresno region to further understand the significance of dairy farming at a local, regional, and statewide level shall be submitted to the Planning Department for review and acceptance, prior to issuance of the Certificate of Final Occupancy for the first building constructed within the project area.

MM CUL-8 ~~Produce a~~ A short video documentary (12-15 minute) on the operations of a functioning dairy located within the Ontario Ranch area~~. The 12-15 minute documentary should focus~~

focusing on the dairy history, themes, site, building, and stories gathered from new and archived oral interviews, dairy context and recent dairy surveys shall be produced and submitted to the Planning Department for review and acceptance prior to issuance of a Certificate of Final Occupancy for the first building constructed within the project area.

Section 4.8: Greenhouse Gas Emissions

1. The second and third paragraphs on page 4.8-23 are revised as follows:

As shown in Table 4.8-7, Project Buildout would generate approximately 36,129 MTCO2e per year with the implementation of operational air quality MM AQ-2 through MM AQ-6. ~~Since the majority of emissions are from mobile sources and neither the Project Applicant nor the City have regulatory authority to control tailpipe emissions, no feasible mitigation measures exist that would reduce the Project's impacts with respect to mobile operational emissions . While the Project has some control over GHG emissions (refer to MM AQ-2 through MM AQ-6), the majority of emissions are beyond the Project's control.~~ MM GHG-1 would require that the Project incorporate project design features to achieve a minimum score of 100 points on the Screening Tables. As stated in the Community CAP, projects that achieve a minimum score of 100 points are considered less than significant. At the time of this analysis, the Project is in the design phase, where project design features needed to achieve consistency with the Screening Tables are being considered and implemented. A preliminary set of the screening tables has been completed to show that the Project can feasibly achieve 100 points (refer to Appendix B). The applicant must complete and submit a final set of screening tables showing the achievement of the required 100 points prior to issuance of the building permit, as required by MM GHG-1. Therefore, ~~even~~ with the implementation of MM AQ-2 through MM AQ-6 and MM GHG-1, this Project impact is less than significant.

The Project would be pursuant to TOP 2050 and would represent a consistent and logical continuation of the existing and planned pattern of development in Ontario, specifically the Ontario Ranch area. The City has long anticipated that this area would transition from dairy/agricultural to urban uses, and the Project Specific Plan is implementing TOP 2050. Pursuant to TOP 2050, implementation of the Project Specific Plan would represent a consistent and logical continuation of the existing and planned pattern of development in Ontario, specifically the Ontario Ranch area. Therefore, the Project impact is considered less than significant. ~~Therefore, although Project emissions are conservatively considered to be significant and unavoidable, emissions have been included in the emissions forecasts for TOP 2050.~~

2. The Impact 4.8-2 level of significance on page 4.8-24 is revised as follows:

Impact 4.8-2: Would the Project conflict with an applicable plan, policy, or regulation of an agency adopted for the purpose of reducing GHG emissions?

Level of Significance: ~~Significant and Unavoidable~~ Impact Less than Significant with Mitigation Incorporated

3. The first paragraph on page 4.8-28 is revised as follows:

The CAP establishes a city points system that assigns values for each GHG emissions mitigation design element or operational program feature incorporated into a given development project. The CAP

Screening Tables point values correspond to the minimum GHG emissions reduction expected from each feature. Projects with features that yield at least 100 Screening Table points are considered consistent with the reduction quantities anticipated in the City's CAP. Such projects would be determined to have a less than significant individual and cumulative GHG emissions impact. ***Table 4.8-9: GHG Reduction Measures Screening Table for Industrial Development*** identifies ~~potential~~ design features listed in the screening tables and their associated scores. The Project Applicant may work with the City to determine point values for additional design features with the goal of achieving a minimum of 100 points. Since the Project contains both residential and industrial/commercial developments, both the residential and industrial/commercial screening tables must be filled out. A proportion of the points identical to the proportion of the multiple uses would be used to determine the total number of points for the development. For the Project, approximately 90 percent of the total area is industrial/commercial and approximately 10 percent is residential. Therefore, a 0.9 multiplier would be used for the industrial/commercial screening table points and a 0.1 multiplier would be used for the residential screening table. ***Table 4.8-9*** shows that the proposed Project has the potential to achieve 100 points on the CAP's screening tables through the implementation of high-scoring design features. Note that ***Table 4.8-9*** lists all of the design options provided on the screening tables and is not meant to indicate that the proposed Project would implement these features. A preliminary set of the screening tables has been completed to show that the Project can feasibly achieve 100 points (refer to ***Appendix B***).

4. Table 4.8-9: GHG Reduction Measures Screening Table for Ontario Development on pages 4.8-28 through 4.8-33 is revised as follows:

Table 4.8-9: GHG Reduction Measures Screening Table for Ontario Development

Feature	Description	Assigned Point Value
Multi-Family Residential		
Reduction Measure 1: Building Electrification		
~~Insulation~~	~~2008 Baseline (walls: R-13; roof/attic: R-30)~~	~~0~~
	~~Modestly Enhanced Insulation (walls: R-13; roof/attic: R-38)~~	~~15~~
	~~Enhanced Insulation (rigid wall insulation: R-13; roof/attic: R-38)~~	~~18~~
	~~Greatly Enhanced Insulation (spray foam wall insulated walls R-15 or higher) roof/attic R-38 or higher)~~	~~20~~
~~Windows~~	~~2008 Baseline Windows (0.57 U-factor, 0.4 solar heat gain coefficient (SHGC)~~	~~0~~
	~~Modestly Enhanced Window Insulation (0.4 U-Factor, 0.32 SHGC)~~	~~7~~
	~~Enhanced Window Insulation (0.32 U-Factor, 0.25 SHGC)~~	~~8~~
	~~Greatly Enhanced Window Insulation (0.28 or less U-Factor, 0.22 or less SHGC)~~	~~12~~
~~Cool Roof~~	~~Modest Cool Roof (CRRC Rated 0.15 aged solar reflectance, 0.75 thermal emittance)~~	~~12~~
	~~Enhanced Cool Roof (CRRC Rated 0.2 aged solar reflectance, 0.75 thermal~~	~~14~~

Feature	Description	Assigned Point Value
	~~emittance)~~	
	~~Greatly Enhanced Cool Roof (CRRC Rated 0.35 aged solar reflectance, 0.75 thermal emittance)~~	~~16~~
~~Air Infiltration~~	~~Air barrier applied to exterior walls, calking, and visual inspection such as the HERS Verified Quality Insulation Installation (Q11 or equivalent)~~	~~12~~
	~~Blower Door HERS Verified Envelope Leakage or equivalent~~	~~10~~
~~Thermal Storage of Building~~	~~Modest Thermal Mass (10% of floor or 10% of walls: 12" or more thick exposed concrete or masonry. No permanently installed floor covering such as carpet, linoleum, wood or other insulating materials)~~	~~4~~
	~~Enhanced Thermal Mass (20% of floor or 20% of walls: 12" or more thick exposed concrete or masonry. No permanently installed floor covering such as carpet, linoleum, wood or other insulating materials)~~	~~6~~
	~~Enhanced Thermal Mass (80% of floor or 80% of walls: 12" or more thick exposed concrete or masonry. No permanently installed floor covering such as carpet, linoleum, wood or other insulating materials)~~	~~24~~
Replacement of gas appliance with efficient electric appliance (select all that apply)	Electric space heater	6
	Electric water heater	8
	Electric stove	5
	Electric dryer	1
Additional electric appliance measures, if applicable (select all that apply)	Electric pool heater (if applicable)	1
	Electric spa heater (if applicable)	1
	Project site does not have any natural gas infrastructure	10
Reduction Measure 2: Green Roofs		
Installation of a roof with a planted layer of vegetation over a waterproof surface for multi-family residential buildings	Medium Green Roof – Total vegetated area makes up 25% or more of combined multi-family residential unit area (in square feet)	3
Reduction Measure 3: Urban Cooling		
On-site tree planting (select one option)	1 tree per each required on-site vehicle parking space.	6
	2 trees per each required on-site vehicle parking space.	12
	3 trees per each required on-site vehicle parking space.	18
Reduction Measure 4: Transit Oriented Communities (TOCs)		
New development is located in a transit-oriented community (TOC)	Development site is located within ½ mile radius of one or more of the following: a Bus Rapid Transit (BRT) stop, bus transit center, light rail station, the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods, and/or High-Quality Transit Corridor defined as a	10

Feature	Description	Assigned Point Value
	corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours.	
Reduction Measure 5: Increase Transit Ridership		
Provision of free transit passes for on-site residents or tenants for a period of 5 years after completion of construction (select one option)	One 50% discounted annual transit pass for every two parking spaces, or one per residential unit, whichever is greater.	2
	One 100% discounted (free) annual transit pass for every two parking spaces or one per residential unit, whichever is greater.	6
	One 100% discounted (free) annual transit pass per parking space or one per residential bedroom, whichever is greater.	12
Reduction Measure 6: Vehicle Electrification		
Installation of EV charging stations for resident vehicle parking spaces (select one option)	Installation of Level 2 EV or higher charging stations at a rate of 5-10% of required vehicle parking spaces.	10
	Installation of Level 2 EV or higher charging stations at a rate of 11-29% of required vehicle parking spaces.	20
	Installation of Level 2 EV or higher charging stations at a rate of 30% or more of required vehicle parking spaces.	30
Reduction Measure 7: Active Transportation		
Installation or improvement of bicycle facilities (select all that apply)	Bicycle parking facilities with 1:1 ratio of bicycle parking to guest vehicle parking space.	3
	Construct or improve a single bicycle lane facility (only Class I, II, or IV) that 1) connects to a larger existing bikeway network or 2) closes an existing bikeway network gap that is at least 0.5 miles long.	6
Installation or improvement of pedestrian facilities (select one option)	Two or three pedestrian infrastructure improvements to street design on private streets, including, but not limited to curb extensions, raised crosswalks, speed humps/bumps, street tree plantings in parkways or street medians, and elevated pavement markings.	3
	Four or more pedestrian infrastructure improvements to street design, including, but not limited to cub extensions, raised crosswalks, speed humps/bumps, street tree plantings in parkways or street medians, and elevated pavement markings.	6
Reduction Measure 8: Parking Policy		
Require that some or all of resident vehicle parking spaces be purchased at an additional cost. This does not include guest vehicle parking spaces (select one option)	Unbundle, or separate, half (50%) of parking costs of a residential project from property costs, requiring those who wish to purchase an additional parking space to do so at an additional cost.	1
	Unbundle, or separate, 100% of residential project's parking costs from property costs, requiring those who wish to purchase parking spaces to do so at an additional cost.	2

Feature	Description	Assigned Point Value
Reduction Measure 9: Electric construction equipment		
Use zero emission or electric construction equipment (select one option)	One-third (33%) of construction equipment used for construction (during building phase, not including grading phase), measured by number of hours in operation, is zero emission equipment.	4
	Half (50%) of construction equipment used for construction (during the building phase, not including the grading phase), measured by the number of hours of operation, is zero emission equipment.	8
	Two-thirds (66%) or more of construction equipment used for construction (during the building phase, not including the grading phase), measured by number of hours of operation, is zero emission equipment.	12
Reduction Measure 10: Waste diversion		
Design and plan multi-family housing developments to include on-site areas for municipal compost/green waste and recycling bins/containers	Site design allocates sufficient space for storage and collection of green waste, organic waste, and recyclables.	33
Reduction Measure 11: Water conservation		
Implement indoor water efficiency measures (select all that apply)	Implement water efficient showerheads and faucets.	1
	Install on-demand water circulators on all showers/baths.	2
Incorporate outdoor water efficiency measures	Design and plan outdoor landscapes planted with drought-tolerant, low maintenance plants with a 1) drip irrigation system or 2) sprinkler irrigation system with a water-based irrigation controller.	4
Additional Recommended Measures		
AR-1: Meet CalGreen voluntary tiers (select one option)	CalGreen Tier 1 compliance.	5
	CalGreen Tier 2 compliance.	10
AR-2: Generate energy from on-site solar PV (4 stories and higher buildings only, select one option)	Solar PV that generates 30%-49% of residential energy needs on multifamily residential buildings that are 4 stories in height or taller.	5
	Solar PV that generates 50% - 79% of residential energy needs on multi-family residential buildings that are 4 stories in height or taller.	10
	Solar PV that generates 80% or more of residential energy needs on multifamily residential buildings that are 4 stories in height or taller.	15
AR-3: Energy Storage	If the building is 3 stories in height or less, install battery energy storage systems that meet the same performance standards as energy storage system that would be required by the building code in an comparable building 4 stories in height or taller.	5
AR-4: Recycled Water	Use recycled water for at least 80% of outdoor water needs.	4

Feature	Description	Assigned Point Value
AR-5: Reflective Paving	Use high-reflectivity pavement for all hardscaped areas, including parking areas, walking paths, and patios.	4
AR-6: Building Orientation	Orient the building along a north-south alignment.	3
AR-7: Building Shading	Shade at least 90% of south-facing glazing by vegetation or overhangs at noon on June 21.	2
AR-8: Building Daylight	Provide daylighting in all rooms.	1
	Total Multi-Family Residential Points Possible	218
~~**Indoor Space Efficiencies**~~		
~~Heating/Cooling Distribution System~~	~~Minimum Duct Insulation (R-4.2 required)~~	~~0~~
	~~Modest Duct insulation (R-6)~~	~~8~~
	~~Enhanced Duct Insulation (R-8)~~	~~10~~
~~Space Heating/ Cooling Equipment~~	~~2008 Minimum HVAC Efficiency (SEER 13/60% AFUE or 7.7 HSPF)~~	~~0~~
	~~Improved Efficiency HVAC (SEER 14/65% AFUE or 8 HSPF)~~	~~7~~
	~~High Efficiency HVAC (SEER 15/72% AFUE or 8.5 HSPF)~~	~~8~~
	~~Very High Efficiency HVAC (SEER 16/80% AFUE or 9 HSPF)~~	~~12~~
~~Water Heaters~~	~~2008 Minimum Efficiency (0.57 Energy Factor)~~	~~0~~
	~~Improved Efficiency Water Heater (0.675 Energy Factor)~~	~~14~~
	~~High Efficiency Water Heater (0.72 Energy Factor)~~	~~16~~
	~~Very High Efficiency Water Heater (0.92 Energy factor)~~	~~19~~
	~~Solar Pre-heat System (0.2 Net Solar Fraction)~~	~~4~~
	~~Enhanced Solar Pre-heat System (0.35 Net Solar Fraction)~~	~~8~~
~~Daylighting~~	~~All peripheral rooms within the living space have at least one window (required)~~	~~1~~
	~~All rooms within the living space have daylight (through use of windows, solar tubes, skylights, etc.)~~	~~5~~
	~~All rooms daylighted~~	~~7~~
~~Artificial Lighting~~	~~2008 Minimum (required)~~	~~0~~
	~~Efficient lights (25% of In-unit fixtures considered high efficacy. High efficacy is defined as 40 lumens/watt for 15 watt or less fixtures: SO lumens/watt for15 to 40-watt fixtures, 60 lumens/watt for fixtures >40watt)~~	~~9~~
	~~High Efficiency lights (50% of in-unit fixtures are high efficacy)~~	~~12~~
	~~Very High Efficiency Lights (100% of in-unit fixtures are high efficacy)~~	~~14~~
~~Appliances~~	~~Energy Star Commercial Refrigerator (new)~~	~~4~~

Feature	Description	Assigned Point Value
	~~Energy Star Commercial Dish Washer (new)~~	~~4~~
	~~Energy Star Commercial Cloths Washing~~	~~4~~
~~Building Placement~~	~~North/South alignment of building or other building placement such that the orientation of the buildings optimizes natural heating, cooling, and lighting.~~	~~5~~
~~Energy Star Homes~~	~~EPA Energy Star for Homes (version 3 or above)~~	~~25~~
~~**Irrigation and Landscaping**~~		
~~Water Efficient Landscaping~~	~~Eliminate conventional turf from landscaping~~	~~0~~
	~~Only moderate water using~~	~~3~~
	~~Only low water using plants~~	~~4~~
	~~Only California Native landscape that requires no, or only supplemental, irrigation~~	~~8~~
~~Water Efficient Irrigation Systems~~	~~Low precipitation spray heads <. 75"/hour, or drip irrigation~~	~~1~~
	~~Weather based Irrigation control systems combined with drip irrigation (demonstrate 20% reduced water use)~~	~~5~~
~~Recycled Water~~	~~Recycled connections (purple pipe) to irrigation system on-site~~	~~5~~
~~**Potable Water**~~		
~~Showers~~	~~Water Efficient Showerheads (2.0 gpm)~~	~~3~~
~~Toilets~~	~~Water Efficient Toilets (1.5 gpm)~~	~~3~~
~~Faucets~~	~~Water Efficient faucets (1.28 gpm)~~	~~3~~
~~Commercial Dishwashers~~	~~Water Efficient Dishwasher (6 gallons per cycle or less)~~	~~1~~
~~Commercial Laundry Washers~~	~~Water Efficient Washing Machine (Water factor < 5.5)~~	~~1~~
~~**Bicycle Master Plan**~~		
~~Bicycle Infrastructure~~	~~Provide bicycle path linkages between residential and other land uses.~~	~~2~~
	~~Provide bicycle path linkages between residential and transit.~~	~~5~~
~~**Industrial**~~		
~~Insulation~~	~~2008 Baseline (walls: R-13; roof/attic: R-30)~~	~~0~~
	~~Modestly Enhanced Insulation (walls: R-13; roof/attic: R-38)~~	~~15~~
	~~Enhanced Insulation (rigid wall insulation: R-13; roof/attic: R-38)~~	~~18~~
	~~Greatly Enhanced Insulation (spray foam wall insulated walls R-15 or higher) roof/attic R-38 or higher)~~	~~20~~
~~Windows~~	~~2008 Baseline Windows (0.57 U-factor, 0.4 solar heat gain coefficient (SHGC)~~	~~0~~
	~~Modestly Enhanced Window Insulation {0.4 U-Factor, 0.32 SHGC)~~	~~7~~

Feature	Description	Assigned Point Value
	~~Enhanced Window Insulation (0.32 U-Factor, 0.25 SHGC)~~	~~8~~
	~~Greatly Enhanced Window Insulation (0.28 or less U-Factor, 0.22 or less SHGC)~~	~~12~~
~~Cool Roof~~	~~Modest Cool Roof (CRRC Rated 0.15 aged solar reflectance, 0.75 thermal emittance)~~	~~12~~
	~~Enhanced Cool Roof (CRRC Rated 0.2 aged solar reflectance, 0.75 thermal emittance)~~	~~14~~
	~~Greatly Enhanced Cool Roof (CRRC Rated 0.35 aged solar reflectance, 0.75 thermal emittance)~~	~~16~~
~~Air Infiltration~~	~~Air barrier applied to exterior walls, calking, and visual inspection such as the HERS Verified Quality Insulation Installation (Q11 or equivalent)~~	~~12~~
	~~Blower Door HERS Verified Envelope Leakage or equivalent~~	~~10~~
~~Thermal Storage of Building~~	~~Modest Thermal Mass (10% of floor or 10% of walls: 12" or more thick exposed concrete or masonry. No permanently installed floor covering such as carpet, linoleum, wood or other insulating materials)~~	~~4~~
	~~Enhanced Thermal Mass (20% of floor or 20% of walls: 12" or more thick exposed concrete or masonry. No permanently installed floor covering such as carpet, linoleum, wood or other insulating materials)~~	~~6~~
	~~Enhanced Thermal Mass (80% of floor or 80% of walls: 12" or more thick exposed concrete or masonry. No permanently installed floor covering such as carpet, linoleum, wood or other insulating materials)~~	~~24~~
~~**Indoor Space Efficiencies**~~		
~~Heating/Cooling Distribution System~~	~~Minimum Duct Insulation (R-4.2 required)~~	~~0~~
	~~Modest Duct insulation (R-6)~~	~~8~~
	~~Enhanced Duct Insulation (R-8)~~	~~10~~
~~Space Heating/ Cooling Equipment~~	~~2008 Minimum HVAC Efficiency (SEER 13/60% AFUE or 7.7 HSPF)~~	~~0~~
	~~Improved Efficiency HVAC (SEER 14/65% AFUE or 8 HSPF)~~	~~7~~
	~~High Efficiency HVAC (SEER 15/72% AFUE or 8.5 HSPF)~~	~~8~~
	~~Very High Efficiency HVAC (SEER 16/80% AFUE or 9 HSPF)~~	~~12~~
~~Water Heaters~~	~~2008 Minimum Efficiency (0.57 Energy Factor)~~	~~0~~
	~~Improved Efficiency Water Heater (0.675 Energy Factor)~~	~~14~~
	~~High Efficiency Water Heater (0.72 Energy Factor)~~	~~16~~
	~~Very High Efficiency Water Heater (0.92 Energy factor)~~	~~19~~
	~~Solar Pre-heat System (0.2 Net Solar Fraction)~~	~~4~~
	~~Enhanced Solar Pre-heat System (0.35 Net Solar Fraction)~~	~~8~~
~~Daylighting~~	~~All peripheral rooms within the living space have at least one window (required)~~	~~1~~

Feature	Description	Assigned Point Value
	~~All rooms within the living space have daylight (through use of windows, solar tubes, skylights, etc.)~~	~~5~~
	~~All rooms daylighted~~	~~7~~
~~Artificial Lighting~~	~~2008 Minimum (required)~~	~~0~~
	~~Efficient lights (25% of In-unit fixtures considered high efficacy. High efficacy is defined as 40 lumens/watt for 15 watt or less fixtures: SO lumens/watt for15 to 40-watt fixtures, 60 lumens/watt for fixtures >40watt)~~	~~9~~
	~~High Efficiency lights (50% of in-unit fixtures are high efficacy)~~	~~12~~
	~~Very High Efficiency Lights (100% of in-unit fixtures are high efficacy)~~	~~14~~
~~Appliances~~	~~Energy Star Commercial Refrigerator (new)~~	~~4~~
	~~Energy Star Commercial Dish Washer (new)~~	~~4~~
	~~Energy Star Commercial Cloths Washing~~	~~4~~
~~**Irrigation and Landscaping**~~		
~~Water Efficient Landscaping~~	~~Eliminate conventional turf from landscaping~~	~~0~~
	~~Only moderate water using~~	~~3~~
	~~Only low water using plants~~	~~4~~
	~~Only California Native landscape that requires no, or only supplemental, irrigation~~	~~8~~
~~Water Efficient Irrigation Systems~~	~~Low precipitation spray heads <. 75"/hour, or drip irrigation~~	~~1~~
	~~Weather based Irrigation control systems combined with drip irrigation (demonstrate 20% reduced water use)~~	~~5~~
~~Recycled Water~~	~~Recycled connections (purple pipe) to irrigation system on-site~~	~~5~~
~~**Potable Water**~~		
~~Showers~~	~~Water Efficient Showerheads (2.0 gpm)~~	~~3~~
~~Toilets~~	~~Water Efficient Toilets (1.5 gpm)~~	~~3~~
~~Faucets~~	~~Water Efficient faucets (1.28 gpm)~~	~~3~~
~~Commercial Dishwashers~~	~~Water Efficient Dishwasher (6 gallons per cycle or less)~~	~~1~~
~~Commercial Laundry Washers~~	~~Water Efficient Washing Machine (Water factor < 5.5)~~	~~1~~
Warehouse/ Non-Residential Development		
Reduction Measure 1: Building Electrification		
Replacement of gas appliance with electric appliance	Electric space heater	5
	Electric water heater	8
	Electric stove (if applicable)	2

Feature	Description	Assigned Point Value
(select all that apply)		
Lack of natural gas infrastructure	Project site does not have any natural gas infrastructure	8
Reduction Measure 2: Solar Energy Systems for New Warehouse Development only (solar energy system required for warehouse development)		
Installation of rooftop solar energy systems at new warehouse/ logistics facilities. (select one option)	Installation of rooftop solar energy system which generates enough electricity to meet 45% of annual warehouse electricity demand.	22
	Installation of rooftop solar energy system which generates enough electricity to meet 90% of annual warehouse electricity demand.	44
	Installation of rooftop solar energy system which generates enough electricity to meet 100% of annual warehouse electricity demand.	48
Installation of battery storage at new warehouse/ logistics facilities (select one option)	Solar battery storage installation with a capacity of 200-599 kW (DC).	3
	Solar battery storage installation with a capacity of 600-799 kW (DC).	6
	Solar battery storage installation with a capacity of 800-1200 kW (DC).	11
Reduction Measure 3: Green Roofs		
Installation of a roof with a planted layer of vegetation over a waterproof surface for non-residential buildings (select one option)	Medium Green Roof – Total vegetated area makes up 50% of combined non-residential floor area (in square feet).	1
	Large Green Roof – Total vegetated area makes up 100% or more of combined non-residential floor area (in square feet).	2
Reduction Measure 4: Urban Cooling		
On-site tree planting (select one option)	1 tree per each required on-site employee/visitor vehicle parking space.	4
	2 trees per each required on-site employee/visitor vehicle parking space.	8
	3 trees per each required on-site employee/visitor vehicle parking space.	15
Reduction Measure 5: Transit Oriented Communities (TOCs)		
New development is located in a transit-oriented community (TOC)	The development site is located within ½ mile radius of one or more of the following: a Bus Rapid Transit (BRT) stop, bus transit center, light rail station, the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods, and/or High-Quality Transit Corridor defined as a corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours.	7
Reduction Measure 6: Increase Transit Ridership		
Provision of free transit passes in a quantity equivalent	One free annual transit pass for every employee.	6

Feature	Description	Assigned Point Value
to the expected number of employees at the non-residential building. Transit passes shall be provided for a period of 5 years after completion of construction.		
Reduction Measure 7: Vehicle Electrification		
Installation of EV charging stations for truck parking spaces (select one option)	Installation of Level 2 or higher EV charging stations at a rate of 5-9% of planned truck parking spaces.	2
	Installation of Level 2 or higher EV charging stations at a rate of 10-19% of planned truck parking spaces.	4
	Installation of Level 2 or higher EV charging stations at a rate of 20-29% of planned truck parking spaces.	6
	Installation of Level 2 or higher EV charging stations at a rate of 30-49% of planned truck parking spaces.	10
	Installation of Level 2 or higher EV charging stations at a rate of 50% or more of planned truck parking spaces.	15
Reduction Measure 8: Active Transportation		
Installation or improvement of bicycle facilities (select all that apply)	Bicycle parking facilities with 1:20 ratio of bicycle parking to employee vehicle parking space.	2
	Construct or improve a single bicycle lane facility (only Class I, II, or IV) that 1) connects to a larger existing bikeway network or 2) closes an existing bikeway network gap that is at least 0.5 miles long.	3
Installation or improvement of pedestrian facilities (select one option)	Two or three pedestrian infrastructure improvements to street design on private streets, including, but not limited to curb extensions, raised crosswalks, speed humps/bumps, street tree plantings in parkways or street medians, and elevated pavement markings.	2
	Four or more pedestrian infrastructure improvements to street design on private streets, including, but not limited to private property curb extensions, raised crosswalks, speed humps/bumps, elevated pavement markings, and public property street tree plantings in parkways or street medians.	4
Reduction Measure 9: Parking Policy		
Require that employee vehicle parking spaces be purchased at an additional cost. This	Unbundle, or separate, 100% of non-residential project's parking costs from property costs, requiring those who wish to purchase parking spaces to do so at an additional cost.	1

Feature	Description	Assigned Point Value
does not include client/visitor vehicle parking spaces.		
Reduction Measure 10: Electric construction equipment		
Use electric construction equipment for a portion of the construction project (select one option)	One-third (33%) of construction equipment used for construction (during building phase, not including grading phase), measured by number of hours of operation, is zero emission equipment.	3
	Half (50%) of construction equipment used for construction (during the building phase, not including the grading phase), measured by the number of hours of operation, is zero emission equipment.	5
	Two-thirds (66%) or more of construction equipment used for construction (during the building phase, not including the grading phase), measured by number of hours of operation, is zero emission equipment.	8
Reduction Measure 11: Waste diversion		
Site design for non-residential warehouse development includes site(s) for green waste/ organics and recycling collection bins	Site design allocates sufficient space for storage and collection of green waste, organic waste, and recyclables.	20
Reduction Measure 12: Water Conservation		
Implement indoor water efficiency measures (select all that apply)	Install water-efficient faucets and showerheads.	1
	Install on-demand water circulators on commercial sinks or dishwashing equipment.	2
Incorporate outdoor water efficiency measures	Design and plan outdoor landscapes planted with drought-tolerant, low maintenance plants with a 1) drip irrigation system or 2) sprinkler irrigation system with a weather-based irrigation controller.	4
Additional Recommended Measures		
AR-1: Charging stations for large trucks (select one option)	Installation of conduit for charging stations for zero emission trucks larger than two-axles (class 8 and 9, and semi-trucks) so that facilities are prepared for the transition to electric trucks.	4
	Installation of 1-4 charging stations for zero emission trucks larger than two-axles (class 8 and 9, and semi-trucks)	8
	Installation of 5-9 charging stations for zero emission trucks larger than two-axles (class 8 and 9, and semi trucks)	12
	Installation of 10 or more charging stations for zero emission trucks larger than two-acles (class 8 and 9, and semi-trucks)	24

Feature	Description	Assigned Point Value
AR-2: Meet CalGreen voluntary tiers (select one option)	CalGreen Tier 1 compliance	5
	CalGreen Tier 2 compliance	20
AR-3: Installation of EV charging stations for employee vehicle parking spaces (select one option)	Installation of Level 2 or higher EV charging stations at a rate of 5-9% of planned employee vehicle parking spaces.	4
	Installation of Level 2 or higher EV charging stations at a rate of 10-19% of planned employee vehicle parking spaces with Level 2 EV charging stations.	6
	Installation of Level 2 or higher EV charging stations at a rate of 20% or more of planned employee vehicle parking spaces Level 2 EV charging stations.	12
AR-4: Recycled Water	Use recycled water for at least 80% of outdoor water needs.	2
AR-5: Reflective Paving	Use high-reflectivity pavement for all hardscaped areas, including parking areas, walking paths, and patios.	4
AR-6: Zero Emission Cargo Equipment	Use of zero emission cargo handling equipment for a minimum of 50% of all operations.	4
AR-7: Alternative Fueling	Installation of alternative fuel facilities, such as CNG, biofuels, or hydrogen fueling stations.	10
	Total Warehouse Points Possible	238

Source: City of Ontario, 2023. Ontario Community Climate Action Plan Greenhouse Gas Emissions Screening Tables. ~~City of Ontario 2018. *Greenhouse Gas Reduction Measures Screening Threshold Table Directions.* https://www.ontarioca.gov/sites/default/files/Ontario-Files/Planning/Applications/Greenhouse%20Gas%20-%20Threshold%20%26%20Screening%20Tables.pdf. (accessed April 2023).~~

Section 4.16: Tribal Cultural Resources

1. The fourth paragraph on page 4.16-10 is revised as follows:

As stated above, no TCRs were identified within the Project area. However, impacts to cultural resources, including TRCs, are considered potentially significant and mitigation measures are required to ensure the proper treatment of undiscovered cultural resources that may be encountered during grading. As discussed in ***Section 4.5: Cultural Resources***, the application of mitigation measures ~~MM CUL-6~~ MM CUL-9 and ~~MM CUL-7~~ MM CUL-10 below requiring Cultural Awareness training for all construction and field personnel and ensure the proper treatment of undiscovered resources that may be encountered during grading would reduce the impacts to less than significant levels.

2. The fifth paragraph on page 4.16-10 is revised as follows:

Refer to ***Section 4.5: Cultural Resources*** for ~~MM CUL-6~~ MM CUL-9 and ~~MM CUL-7~~ MM CUL-10.

Section 6.0: Alternatives

1. The third paragraph on page 6-6 is revised as follows:

Under the No Project/No Build Alternative, no new development would occur, and no construction, demolition, or operational activities would generate GHG emissions. Under the No Project/No Build Alternative the existing, minimal emissions would continue. These emissions would be incorporated and accounted for in the City's long-range planning efforts and would therefore act as a baseline for the City's air quality goals. Furthermore, this alternative would not increase GHG emissions by 24,271 MTCO2e per year, unlike the proposed Project~~ and would avoid the proposed Project's significant and unavoidable impacts~~. Therefore, impacts under the No Project/No Build Alternative would be reduced compared to the Project.

2. The sixth paragraph on page 6-11 is revised as follows:

The No Project/Existing General Plan Alternative would have the same overall impact area as the proposed Project. This alternative would result in up to 466 dwelling units, 1,517 residents, and 1,655 employees. The No Project/Existing General Plan Alternative would result in similar impacts to the proposed Project. Therefore, construction and operation related greenhouse gas emissions would be similar~~ and would remain significant and unavoidable~~. All future development areas would be consistent with TOP 2050 under this alternative and be zoned for urban uses rather than agricultural uses. Therefore, impacts under this alternative would be the same compared to the proposed Project.

3. The first paragraph on page 6-17 is revised as follows:

The Reduced-Intensity Alternative would develop the Project site for the same type of mixed-use and business park uses, but with less intensity than the proposed Project. Therefore, a reduced volume of construction activities and associated GHG emissions would occur. In addition, the reduced square footage would result in less stationary source emissions from equipment on-site, and less traffic related GHG emissions than the proposed Project. The proposed Project would result in the generation of approximately 24,271 MTCO2e per year, which would be reduced by approximately 25 percent to 18,204 MTCO2e per year under the Reduced-Intensity Alternative. This alternative would result in a similar impact to the Project, and mitigation measures would be incorporated to reduce emissions to less than significant levels. ~~This alternative would still result in significant and unavoidable GHG impacts, since it would exceed the threshold of 3,000 MTCO2e per year, and mitigation measures would not reduce emissions to less than significant levels. Therefore, the alternative would have a significant and unavoidable impact on GHG emissions, but would be reduced compared to the proposed Project.~~

4. The second paragraph on page 6-22 is revised as follows:

The Reduced-Intensity Alternative has been identified as the environmentally-superior alternative because it would result in reduced impacts related to noise, population and housing, public services, transportation and traffic, and utilities and service systems and similar impacts related to agriculture and forestry resources, air quality, biological resources, cultural resources, energy, geology and soils, GHG emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, and tribal cultural resources. However, the Reduced-Intensity Alternative would still result in significant and

unavoidable impacts related to agricultural and forestry resources, air quality, cultural resources, ~~GHG emissions,~~ and transportation and traffic. Impacts related to aesthetics, biological resources, geology and soils, GHG emissions, hazardous and hazardous materials, hydrology and water quality, and tribal cultural resources would be similar to the proposed Project.

Section 4.0 Final EIR Appendices

4.1 DEIR DISTRIBUTION PACKAGE

The following items are provided in the Affidavit of Distribution for the Draft EIR.

- Affidavit of Distribution
- Proof of Publication, The Press Enterprise
- NOA – San Bernardino County Clerk Filing Copy

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See Proof on Next Page

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City of Ontario - Planning Dept.
303 East B Street
Ontario, California 91764

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
County of San Bernardino

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not party to or interested in the above-entitled matter. I am the principal clerk of the printer of Inland Valley Daily Bulletin - SB, a newspaper of general circulation, printed and published in the City of Ontario*, County of San Bernardino, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of San Bernardino, State of California, under the date of June 15, 1945, Decree No. Pomo C-606. The notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

12/22/2023

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Ontario, California

On this 22nd day of December, 2023.

Eva Almeida

Signature
*Inland Valley Daily Bulletin - SB circulation includes the following cities:
[UNKNOWN LIST]

Notice of Availability and Public Hearing Notice
Euclid Mixed Use Specific Plan

Environmental Impact Report

The CITY OF ONTARIO (City), as the Lead Agency, has prepared a Draft Environmental Impact Report (EIR) pursuant to the California Public Resources Code and the California Environmental Quality Act (CEQA) to evaluate the environmental effects associated with the Euclid Mixed Use Specific Plan Project (Project). This Notice of Availability (NOA) has been issued to notify interested parties that the Draft EIR is publicly available for a 45-day review and comment period. The City is requesting comments on the Draft EIR from responsible and trustee agencies, interested public agencies, organizations, and the general public (pursuant to CEQA Guidelines Section 15087). The Draft EIR assesses the potential environmental impacts resulting from the Project.

The Project site is located on 18 parcels totaling 84.1 acres in the southwestern portion of the City, in San Bernardino County. The proposed Project site is bounded by Schaefer Avenue on the north, Sultana Avenue on the east, Edison Avenue on the south, and Euclid Avenue on the west. The Project development would include up to 290,110 square feet of commercial retail/office uses, up to 466 residential units, and 1,386,777 square feet of business park uses, and associated on-site and off-site infrastructure improvements.

Project entitlements and approvals required for the Project include:

Certification of the Euclid Mixed Use Specific Plan Final EIR (SCH# 2023020281)
Adoption of the Mitigation Monitoring and Reporting Program
Adoption of the Euclid Mixed Use Specific Plan (PSP22- 001)

An electronic PDF of the Draft EIR is available for download on the City's website at https://www.ontarioca.gov/Planning/Reports/EnvironmentalImpact and are available on the State Clearinghouse CEQAnet Web Portal (https://ceqanet.opr.ca.gov/ . In addition, hard copies will be available at the following locations:

City of Ontario Planning Department, 303 East "B" Street, Ontario, California 91764
Ovitt Family Community Library, 215 East "C" Street, Ontario, California 91764
City of Ontario, City Clerk, 303 East "B" Street, Ontario, California 91764

The Draft EIR addresses Aesthetics, Agriculture and Forestry Resources, Air Quality, Biological Resources, Cultural Resources, Energy, Geology and Soils, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Noise, Population and Housing, Public Services, Transportation and Traffic, Tribal Cultural Resources, and Utilities and Service Systems, as well as alternatives, potential growth-inducing impacts, and cumulative impacts. A significant unavoidable environmental impact anticipated as a result of the Project could occur to the above resources noted in bold/italics .

CEQA also requires this NOA to specify if the Project site appears on any list of places containing hazardous materials. The Project site does not contain sites identified as meeting the "Cortese List" requirement (Government Code Section 65962.5).

Public Review Period: The Draft EIR is available for public review for a period of 45 days. In accordance with CEQA Guidelines Section 15105, should you have any comments, please provide written comments on the Draft EIR within the 45-day period between **December 22, 2023,** to **February 6, 2024** .

Public Comments: The City requests your careful review and consideration of the Draft EIR, and invites written comments from interested agencies, persons, and organizations regarding environmental issues identified in the Draft EIR. Please indicate a contact person for your agency or organization. Comments in response to this notice may be submitted to the City through close of business (5:30 PM) on **February 6, 2024** .

Public Hearing : Noticing for public hearings for this Project will be scheduled at a later time. Future public hearings for this Project will be held at the City of Ontario City Council Chambers at the City address below.

Lead Agency Contact: All comments must be submitted in writing to:
Edmelynne V. Hutter, Senior Planner
EHutter@ontarioca.gov

City of Ontario Planning Department
303 East "B" Street
Ontario, CA 91764
(909) 395-2036

Inland Valley Daily Bulletin - SB
Published: 12/22/23

1761

CITY OF ONTARIO PLANNING DEPARTMENT

Notice of Availability of a Draft Environmental Impact Report

303 East B Street, Ontario, California 91764 Phone: 909.395.2036 / Fax: 909.395.2420

CLERK OF THE BOARD
Received on: 12/22/23
Remove on: 2/7/24

TO: Property Owners, Responsible Agencies & Interested Parties

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

SUBJECT: NOTICE OF AVAILABILITY OF A DRAFT ENVIRONMENTAL IMPACT REPORT
Euclid Mixed Use Specific Plan Project
State Clearinghouse No. 2023020281

NOTICE IS HEREBY GIVEN that a Draft Environmental Impact Report ("DEIR") has been prepared for the project identified below. Copies of the DEIR and all documents referenced in the DEIR are available for public review at the locations identified below, as-well-as on the City's website: https://www.ontarioca.gov/Planning/Reports/EnvironmentalImpact.

City of Ontario Planning Department 303 East B Street Ontario, CA 91764	City of Ontario City Clerk 303 East B Street Ontario, CA 91764	Ovitt Family Community Library 215 East C Street Ontario, CA 91764

The 45-day public review period begins on 12/22/2023. Comments will be received until 5:30 p.m. 2/6/2024. Comments will be accepted until 5:30 PM on 2/6/2024. Any property owner, responsible agency, or interested party wishing to comment on the DEIR must submit such comments, in writing, to the following contact person:

Edmelynne V. Hutter, Senior Planner
City of Ontario Planning Department
303 East B Street
Ontario, CA 91764
P: (909) 395-2036
E: EHutter@ontarioca.gov

Project Title/File No.: Euclid Mixed Use Specific Plan EIR (PSP22-001)

Project Location: Euclid Mixed Use Specific Plan ("Project") and associated environmental impact report ("EIR") is located on an 84.1-acre site in the southwest portion of the City of Ontario, within San Bernardino County. The proposed Project site is bounded by Schaefer Avenue on the north, Sultana Avenue on the east, Edison Avenue on the south, and Euclid Avenue on the west. The Assessor Parcel Numbers (APNs) for this Project are 1053-071-01, -02, -03, -04; 1053-211-01, -02, -05; 1053-281-01, -02, -03, -04, -05, -07, -08; 1053-081-01, -02, -03, -04. Regional access to the Project site is provided by State Route 83 (SR-83; Euclid Avenue), which connects to State Route 60 (SR-60) and Interstate 10 (I-10) to the north; Interstate 15 (I-15) approximately 5.5 miles to the east; and State Route 71 (SR-71) approximately 4.3 miles to the west. SR-71 connects the Project to State Route 91 (SR-91) in unincorporated Riverside County. The Project site is currently occupied by agricultural uses, including the raising of livestock, dairy farming activities, a commercial nursery,

and numerous residential structures. Existing uses surrounding the Project site are similar to those on the site. Ongoing crop farming is located to the north of the Project site and a vacant property that was a former dairy farm is located to the east of the site. The property to the south is currently utilized for residential, farming, or trucking related uses. North across Schaefer Avenue is an existing dairy farm; south across Edison Avenue is an existing trucking facility; east across Sultana Avenue is vacant land and an existing trucking facility; west across Euclid Avenue, is the City of Chino with existing commercial and residential uses, and a truck/trailer storage yard.

Project Description: The proposed Project consists of a Specific Plan to allow for a business park and mixed-use development on 18 parcels covering 84.1 acres in the City. The development would include up to 290,110 square feet of commercial retail/office uses, up to 466 residential units, and 1,386,777 square feet of business park uses, and associated on-site and off-site infrastructure improvements. The Project site is anticipated to be developed in two phases within five Planning Areas (PAs), with only Phase I proposed at a project-level entitlement. Phase I would include PAs 1, 2A, and 3A, proposing the construction of 13 buildings. The 13 Phase I buildings would provide up to 1,473,026 square feet of business park and commercial retail/office mixed uses (the maximum development allowed in the proposed Specific Plan). The EIR conservatively evaluates the maximum development potential for Phases I and II as permitted in the proposed Specific Plan. Note that the applicant intends to process a Development Plan and Tentative Parcel Map for the Phase I Project following processing of the Project Specific Plan. Phase I is expected to start construction in 2024, with an anticipated opening year in 2032. The EIR also evaluates, at a "programmatic" level, potential future development of Phase II, comprised of PAs 2B and 3B. Phase II is being evaluated at the programmatic level for a number of reasons, consistent with CEQA Guidelines Section 15168 (Program EIR). These reasons include: 1) the Applicant does not own the parcels within the Phase II area (PAs 2B and PA 3B); 2) the Applicant does not have access to the Phase II area; 3) no specific development proposals have been identified for the Phase II area at this time; and 4) the Phase II area will be developed at an unknown, later date following Phase I. Therefore, this EIR appropriately evaluates the Phase II area at a programmatic level. Consistent with TOP, the Specific Plan proposes the Phase II area with a maximum development potential of 203,861 square feet of business park uses, in addition to up to 466 dwelling units. Combined, the Phase I and Phase II portions of the Specific Plan would allow up to 1,676,887 square feet of non-residential business park and commercial retail/office mixed uses in addition to up to 466 residential units.

The project site [☐ is/☒ is not] on a list of hazardous materials sites as defined by California Government Code Section 65962.5.

Discretionary actions associated with the Project:

- Certification of the Euclid Mixed Use Specific Plan Final EIR (SCH# 2023020281)
- Adoption of the Mitigation Monitoring and Reporting Program
- Adoption of the Euclid Mixed Use Specific Plan (PSP22-001)

Potential environmental impacts examined by the DEIR:

- Aesthetics
- Agricultural Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy

- Geology and Soils
- Greenhouse Gas Emissions
- Hazards/Hazardous Materials
- Hydrology/Water Quality
- Land Use and Planning
- Noise
- Population/Housing
- Public Services
- Transportation
- Tribal Cultural Resources
- Utilities/Service Systems

Potentially significant impacts identified by the DEIR:

- Agricultural Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials

Public Hearing: Noticing for public hearings for this Project will be scheduled at a later time. Future public hearings for this Project will be held at the City of Ontario City Council Chambers at 303 East B Street, Ontario, CA 91764.

Notice Mailing Date: 12/22/2023

Attachment A

Mitigation Monitoring and Reporting Program

Euclid Mixed Use Specific Plan Project

SECTION 1: AUTHORITY

This environmental Mitigation Monitoring and Reporting Program (Program) has been prepared pursuant to Section 21081.6 of the *California Environmental Quality Act* (CEQA) (Public Resources Code Section 21000 et seq.), and CEQA Guidelines (14 Cal. Code Regs. Section 15000 et seq.) Sections 15091(d) and 15097, to ensure implementation of and provide for the monitoring of mitigation measures required of the Euclid Mixed Use Specific Plan Project (Project), as set forth in the Final Environmental Impact Report (EIR) prepared for the Project. This report will be kept on file in the offices of the CEQA Lead Agency, the City of Ontario (City).

As noted in the EIR, the Project has been designed to avoid sensitive resources, as reflected in Project design plans and in Project Design Features. The Draft EIR also addresses the potential environmental impacts of the Project, and, where appropriate, recommends mitigation measures to avoid or substantially lessen significant environmental impacts. The Program detailed in the matrix table below is designed to monitor and ensure implementation of all mitigation measures that are adopted for the Project.

The City is the Lead Agency for the Project and assumes ultimate enforcement responsibilities for implementation of all mitigation measures listed in this Program. The City may assign responsibility for implementation or monitoring to appropriate designees such as a construction manager or third-party monitor. However, as the Lead Agency, the City remains responsible for ensuring that implementation of the mitigation measures occurs in accordance with this Program. In some cases, the City is required to secure permits or approvals from third-party agencies in order to implement a mitigation measure. In these cases, the City is responsible for verifying that such permits or approvals have been obtained in accordance with the conditions stipulated in the mitigation measure. The City's existing planning, engineering, operations, and procurement review and inspection processes will be used as the basic foundation for the Program procedures and will also serve to provide the documentation for the reporting program.

SECTION 2: MONITORING SCHEDULE

Prior to construction, while detailed design plans are being prepared by City staff or its agents, City staff will be responsible for ensuring compliance with mitigation monitoring applicable to the Project construction, development, and design phases. Once construction has begun and is underway, monitoring of the mitigation measures associated with construction will be included in the responsibilities of City staff, who shall prepare or cause to be prepared periodic monitoring reports as appropriate. Regulatory agencies will have to harmonize CEQA mitigation with regulatory permit conditions and monitoring/reporting as part of the regulatory permitting process and will likely require submittal of formal monitoring reports. Once construction has been completed, the City will monitor the project as specified in the mitigation measures or as otherwise deemed necessary. At minimum, the City will prepare a mitigation monitoring status report prior to commencing construction, prior to commencing operations, within 90 days of commencing operations, and following completion of the first full year of operations.

SECTION 3: SUPPORT DOCUMENTATION

Findings and related documentation supporting the findings involving modifications to mitigation measures shall be maintained in the Project file with the Mitigation Monitoring and Reporting Program and shall be made available to the public upon request.

SECTION 4: FORMAT OF MITIGATION MONITORING MATRIX

The mitigation monitoring matrix on the following pages identifies the environmental issue areas for which monitoring is required, the required mitigation measures, the time frame for monitoring, and the responsible implementation and monitoring agencies.

SECTION 5: DEFINITIONS

The following list provides definitions for acronyms used in the mitigation monitoring and reporting program.

Acronyms/Abbreviation	*Description*
ACM	Asbestos-Containing Materials
AG	Agriculture and Forestry
AQ	Air Quality
AST	Aboveground Storage Tank
BIO	Biological Resources
BUOW	Burrowing Owl
CARB	California Air Resources Board
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
City	City of Ontario
County	County of San Bernardino
County Coroner	San Bernardino County Coroner
CRMP	Construction Risk Management Plan
CUL	Cultural Resources
DTSC	Department of Toxic Substances Control
EIR	Environmental Impact Report
EPA	Environmental Protection Agency
ESA	Environmental Site Assessment
ESL	Environmental Screening Levels
GEO	Geology and Soils
GHG	Greenhouse Gas
HAZ	Hazards and Hazardous Materials
HSP	Health and Safety Plan
MM	Mitigation Measure
NAHC	Native American Heritage Commission
NOI	Noise
PPMV	Parts Per Million Volume
PRC	Public Resources Code
PRMP	Paleontological Resource Monitoring Plan
SBCFD	San Bernardino County Fire Protection District
SCAQMD	South Coast Air Quality Management District
SMP	Soil Management Plan
State	State of California
TCR	Tribal Cultural Resources
TDM	Travel Demand Management
TPH	Total Petroleum Hydrocarbons
TRANS	Traffic and Transportation
TRU	Transport Refrigeration Units
VMT	Vehicle Miles Travelled
VOC	Volatile Organic Compound

Mitigation Measures	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
AGRICULTURE AND FORESTRY				
MM AG-1: Deed disclosure – In order to reduce conflicts issued between sensitive receptors and agricultural uses, all property owners in the Euclid Mixed Use Specific Plan shall be provided with a deed disclosure or similar notice approved by the City Attorney regarding the proximity and nature of neighboring agricultural uses. This disclosure shall be applied at the tentative map stage to the affected properties, or otherwise prior to finalizing the sale or rental agreement of any property. The written disclosure shall be supplied to the property purchaser or renter by the vendor or vendor's agent. The content and text of the disclosure shall be approved by the City Attorney and shall include language to inform new residents that existing agricultural uses may create nuisances such as flies, odors, dust, night light, and chemical spraying.	Project Applicant	Prior to the approval of tentative tract map	City Attorney	
AIR QUALITY				
MM AQ-1: The Project shall utilize "Super-Compliant" low VOC paints which have been reformulated to exceed the regulatory VOC limits (i.e., have a lower VOC content than what is required) put forth by SCAQMD's Rule 1113 for all architectural coatings. Super-compliant low VOC paints shall be no more than 10g/L of VOC. Prior to issuance of a building permit, the Ontario Building and Safety Department shall confirm that plans specify that all architectural coatings will be super-compliant low VOC paints.	Project Applicant	Prior to issuance of a building permit	City of Ontario Building Department	
MM AQ-2: Only electric-powered off-road equipment (e.g., yard trucks/hostlers, forklifts, indoor material handling equipment, etc.) shall be utilized on-site for daily warehouse and business operations. The Project developer/facility owner shall disclose this requirement to all tenants/business entities prior to the signing of any lease agreement. In addition, the limitation to use only electric-powered off-road equipment shall be included in all leasing agreements. Prior to issuance of a Business License for a new tenant/business entity, the Project developer/facility owner and tenant/business entity shall provide to the City of Ontario Planning Department and Business License Department a signed document (verification document) noting that the Project development/facility owner has disclosed to the tenant/business entity the requirement to use only electric-powered equipment for daily	Project Developer	Prior to issuance of a Business License	City of Ontario Planning Department and Business License Department	

Mitigation Measures	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
operations. This verification document shall be signed by authorized agents for the Project developer/facility owner and tenant/business entities. In addition, if applicable, the tenant/business entity shall provide documentation (e.g., purchase or rental agreement) to the City of Ontario Planning Department and Business License Department to verify, to the City's satisfaction, that any off-road equipment utilized will be electric-powered. Prior to the issuance of building permits, the City of Ontario Building Department shall confirm that if emergency generators are proposed, the Project applicant shall explore non-diesel options. If non-diesel generators are determined to not be feasible due to commercial availability or the energy requirements of the project, the Project applicant shall provide written justification to be approved by the City's building department.				
MM AQ-3: Prior to issuance of occupancy permits, the Project operator shall prepare and submit a Transportation Demand Management (TDM) program detailing strategies that would reduce the use of single occupant vehicles by employees by increasing the number of trips by walking, bicycle, carpool, vanpool and transit. The TDM shall include, but is not limited to the following: • Provide a transportation information center and on-site TDM coordinator to educate residents, employers, employees, and visitors of surrounding transportation options; • Promote bicycling and walking through design features such as showers for employees, self-service bicycle repair area, etc. around the Project site; • Provide on-site car share amenities for employees who make only occasional use of a vehicle, as well as others who would like occasional access to a vehicle of a different type than they use day-to-day; • Promote and support carpool/vanpool/rideshare use through parking incentives and administrative support, such as ride-matching service; and • Incorporate incentives for using alternative travel modes, such as preferential load/unload areas or convenient designated parking spaces for carpool/vanpool users.	Project Operator	Prior to the issuance of a Certificate of Occupancy	City of Ontario Planning Department	

Mitigation Measures	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
MM AQ-4: Prior to the issuance of a building permit, the Planning Department shall confirm that the Project is designed to include the following: • The buildings' electrical room shall be sufficiently sized to hold additional panels that may be needed to supply power for the future installation of electric vehicle (EV) truck charging stations on the site. Conduit should be installed from the electrical room to tractor trailer parking spaces in a logical location(s) on the site determined by the Project Applicant during construction document plan check, for the purpose of accommodating the future installation of EV truck charging stations at such time this technology becomes commercially available and the buildings are being served by trucks with electric-powered engines.	City of Ontario Planning Department	Prior to the issuance of a building permit	City of Ontario Planning Department	
MM AQ-5: All truck access gates and loading docks within the Project site shall have a sign posted that states: • Truck drivers shall turn off engines when not in use. • Truck drivers shall shut down the engine after five minutes of continuous idling operation (pursuant to Title 13 of the California Code of Regulations, Section 2485). Once the vehicle is stopped, the transmission is set to "neutral" or "park," and the parking brake is engaged. • Telephone numbers of the building facilities manager and CARB to report violations. • Truck travel is restricted to truck routes identified in Figure M-04 of the Mobility Element in TOP 2050. In addition, signage shall be installed to direct trucks to the appropriate designated truck routes.	City of Ontario Planning Department	Prior to the issuance of occupancy permits	City of Ontario Planning Department	
MM AQ-6: In residential uses, the installation of wood-burning and natural gas fireplaces and stoves shall be prohibited. The purpose of this measure is to limit emissions of ROG, CO, particulate matter, and visible emissions from wood-burning and natural gas fireplaces and stoves used for primary heat, supplemental heat, or ambiance. This prohibition shall be noted on the deed and/or lease agreements for future residential property owners/tenants to obey.	Project Applicant	Prior to issuance of grading permits	City of Ontario Planning Department	

Mitigation Measures	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
MM AQ-7: The installation of cold storage logistics (warehouse) space is prohibited. Should cold storage logistics (warehouse) space be considered in the future, a separate discretionary approval would be required.	Project Applicant	Prior to issuance of grading permits	City of Ontario Planning Department	
MM AQ-8: Prior to issuance of grading permits, the applicant shall prepare and submit documentation to the City of Ontario that demonstrate that all off-road diesel-powered construction equipment greater than 50 horsepower meets California Air Resources Board Tier 4 Final off-road emissions standards. Requirements for Tier 4 Final equipment shall be included in applicable bid documents and successful contractor(s) must demonstrate the ability to supply such equipment. A copy of each unit's Best Available Control Technology (BACT) documentation (certified tier specification or model year specification), and CARB or SCAQMD operating permit (if applicable) shall be provided to the City at the time of mobilization of each applicable unit of equipment.	Project Applicant	Prior to the issuance of grading permits	City of Ontario Planning Department	
BIOLOGICAL RESOURCES				
MM BIO-1: Nesting Bird and Raptor Preconstruction Survey. Regulatory requirement for potential direct/indirect impacts to nesting common and sensitive bird and raptor species will require compliance with the CDFG Code Section 3503. Construction outside the nesting season (between September 1st and January 31st) do not require pre-removal nesting bird surveys. If construction is proposed during nesting season (February 1st and August 31st), a qualified biologist will conduct a nesting bird survey(s) no more than three (3) days prior to initiation of grading to document the presence or absence of nesting birds within or directly adjacent (200 ft -500 ft for raptors) to the Project site. The survey(s) will focus on identifying any raptors and/or bird nests that are directly or indirectly affected by construction activities. If active nests are documented, the qualified biologist will prepare and implement specific measures to prevent abandonment of the active nest. At a minimum, grading in the vicinity of a nest will be postponed until the young birds have fledged. The perimeter of the nest setback zone will be fenced or adequately demarcated with stakes and flagging at 20-foot intervals, and construction personnel and activities will be restricted from the area. The biologist shall establish a no-disturbance	Qualified Biologist	Prior to the issuance of permits for any construction activity	City of Ontario Planning Department	

Mitigation Measures	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
buffer around each active nest. The buffer area will be determined by the biologist based on the species present, surrounding habitat, and type of construction activities proposed in the area. The survey report will be submitted by the qualified biologist to the City of Ontario for review and approval prior to initiation of grading in the nest-setback zone. Additionally, the qualified biologist will serve as a construction monitor during those periods when construction activities occur near active nest areas to ensure that no inadvertent impacts on these nests occur. A final monitoring report of the findings, prepared by a qualified biologist, will be submitted to the City of Ontario documenting compliance with the CDFG Code. Any nest permanently vacated for the season would not warrant protection pursuant to the CDFG Code.				
MM BIO-2: Focused Bat Survey. Prior to implementation of Project activities, a qualified biologist shall be retained to determine whether potential roosting sites for bats may be affected. For large ornamental trees suitable for bat roosting/nursery, exit counts and acoustic surveys shall be performed prior to initial ground disturbance, vegetation or structure removal to determine whether the Project Site and a 300-foot buffer supports a nursery or roost, and by which species. This work will occur between late -spring and late summer and/or in the fall (generally mid-March through late October). If the results of the bat survey find a total of a single roosting individual of a special status bat species or 25 or more individuals of a non-special status bat species with potential to be present in the Project Site (i.e., western Mastiff bat, big free-tailed bat, or pallid bat), a Bat Management Plan shall be developed to ensure mortality to bats does not occur. For each location confirmed to be occupied by bats, the plan will provide details both in text and graphically where exclusion devises/and or staged tree removal will need to occur, the timing for exclusion work and the timeline and methodology needed to exclude the bats. The plan will need to be reviewed and approved by CDFW prior to disturbance of the roost(s).	Qualified Biologist	Prior to implementation of Project activities	CDFW	

Mitigation Measures	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
MM BIO-3: Focused and Preconstruction Burrowing Owl Surveys. Focused surveys for burrowing owl will be conducted in accordance with the March 7, 2022, CDFG staff report on Burrowing Owl Mitigation. Specifically, A total of 4 surveys will be conducted: 1) at least one site visit between February 15th and April 15th, and 2) a minimum of three (3) surveys, at least three weeks apart, between April 15th and July 15th, with at least one visit after June 15th. A report of the findings prepared by a qualified biologist shall be submitted to the City of Ontario prior to any permit or approval for ground disturbing activities. A 14-day burrowing owl preconstruction survey will also be conducted immediately prior to the initiation of ground-disturbing construction to ensure protection for this species. The survey will be conducted in compliance with CDFW guidelines (CDFW 2012). A report of the findings prepared by a qualified biologist shall be submitted to the City of Ontario prior to any permit or approval for ground disturbing activities. If burrowing owls are detected on-site during the focused surveys or 14-day preconstruction survey efforts, during the breeding season (February 1st to August 31st) then construction activities shall be limited to beyond 300 feet of the active burrows until a qualified biologist has confirmed that nesting efforts are compete or not initiated. In addition to monitoring breeding activity, if construction is proposed to be initiated during the breeding season or active relocation is proposed, a burrowing owl relocation plan will be developed and approved by the City of Ontario, CDFW and USFWS.	Qualified Biologist	Prior to implementation of Project activities	CDFW	
MM BIO-4: Programmatic Assessment Area CEQA Analysis. The Programmatic Assessment Area located within the southwest region of the Specific Plan Boundary, including APN's 1053-281-01, -02, -03, -04, -05, 07 and – 08, was not evaluated for biological resources as part of this analysis. To ensure that potential adverse effects to sensitive species and resources are reduced to a less than significant level, a focused biological resources assessment and impact analysis shall be conducted in the un-surveyed portion of the Specific Plan Boundary prior to approval of development within this region. In addition to completing CEQA review, any focused surveys and required mitigation measures shall be implemented prior to project approval and initiation of construction.	Qualified Biologist	Prior to implementation of Project activities	CDFW	

Mitigation Measures	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
MM BIO-5: Tree Inventory. Prior to implementation of Project site clearing or grading, a qualified biologist shall provide a tree inventory to ensure compliance with Ontario MC Section 6.05.020, Tree Preservation Policy and Protection Measures. Healthy Heritage Trees that are approved for removal shall be replaced with new trees with a total trunk diameter equal to the tree(s) removed, or as deemed appropriate by the Approving Authority based on lot size and available planting space. Replacement trees are to be in addition to the quantity of trees required for landscaping. The Approving Authority is responsible for reviewing the landscape plan and approving appropriate species for tree replacement (The Ontario Plan 2050).	Qualified Biologist	Prior to implementation of Project activities	City of Ontario Planning Department	
CULTURAL RESOURCES				
MM CUL-1: If determined by the feasibility study pursuant MM CUL-6 that the historic property is able to be relocated, every effort shall be made to facilitate the relocation. The buildings shall be offered at no cost for those who can relocate off-site. Advertisements notifying the public of the opportunity to relocate the building shall be placed for a minimum of 30 days: on-site with temporary signage, in at least three local publications (newspapers, magazines, local organization newsletters), and on local bulletin boards.	Project Applicant	Prior to the issuance of a demolition building permit	City of Ontario Planning Department	
MM CUL-2: Prior to issuance of a building permit for demolition of historic properties addressed to 13813 Euclid Avenue, 7275 Schaefer Avenue, or 7244 & 7260 Edison Avenue at the same time or separately, a HABS (level 3) documentation, including but not limited to as built drawing, historical narrative, and Historic American Building Survey (HABS) photographs of the subject historic shall be submitted to the Planning Department for review, approval, and subsequent release to the Ovitt Family Community Library, Model Colony History Room. Digital files and 2 printed copies are required (one archival and one non-archival).	Project Applicant	Prior to the issuance of a demolition building permit	City of Ontario Planning Department	
MM CUL-3: A mitigation fee pursuant to Section 7.01.030 of the Ontario Development Code shall be paid to the Planning Department prior to issuance of building permit for demolition of the historic resources located at 13813 Euclid Avenue, 7275 Schaefer Avenue, and 7244 & 7260 Edison Avenue. Mitigation fee is equal to 30% of the price per square foot construction cost as established in the most current	Project Applicant	Prior to the issuance of a demolition building permit	City of Ontario Planning Department	

Mitigation Measures	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
International Code Council Building Valuation Data. The fee amount will be provided by the Planning Department at the time of payment. Funds will be deposited into the City's Historic Preservation Trust Fund.				
MM CUL-4: Prior to issuance of a building permit for demolition of historic properties addressed to 13813 Euclid Avenue, 7275 Schaefer Avenue, or 7244 & 7260 Edison Avenue, a determination shall be made by the Planning Department whether items within or on the historic properties should be salvaged. The applicant shall be responsible for the removal, relocation and donation of such items selected for salvaging. An inventory of salvaged items shall be provided by the applicant to the Planning Department prior to the issuance of building permit.	Project Applicant	Prior to the issuance of building permit	City of Ontario Planning Department	
MM CUL-5: The applicant shall obtain a building permit prior to any demolition, relocation, or construction.	Project Applicant	Prior to any demolition, relocation, or construction	City of Ontario Planning Department	
MM CUL-6: Prior to issuance of a demolition building permit, ~~A~~ a feasibility study of the relocation and adaptive reuse shall be completed by a qualified architect and structural engineer who specializes in historic buildings in consultation with contractors who specialize in moving buildings for the Milk Parlor within the area identified as Phase II. MM CUL-1 shall be implemented if determined relocation is feasible.	A Qualified Architect and Structural Engineer	Prior to the issuance of a demolition building permit	City of Ontario Planning Department	
MM CUL-7: A comparative study of other dairy areas within California such as the San Joaquin Valley, Arcata Bottoms in Humboldt County, and the Fresno region to further understand the significance of dairy farming at a local, regional, and statewide level shall be submitted to the Planning Department for review and acceptance, prior to issuance of the Certificate of Final Occupancy for the first building constructed within the project area.	Project Applicant	Prior to the issuance of a building permit	City of Ontario Planning Department	
MM CUL-8: A short video documentary (12-15 minute) on the operations of a functioning dairy located within the Ontario Ranch area focusing on the dairy history, themes, site, building, and stories gathered from new and archived oral interviews, dairy context and recent dairy surveys shall be produced and submitted to the Planning Department for review and acceptance prior to issuance of a Certificate of Final Occupancy for the first building constructed within the project area.	Project Applicant	Prior to the issuance of a building permit	City of Ontario Planning Department	

Mitigation Measures	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
MM CUL-9: Prior to the issuance of any grading permits for the Project area, a Cultural Awareness Training Program shall be provided to all construction managers and construction personnel prior to commencing any ground disturbance work within the Project area. The training shall be prepared and conducted by a Qualified Archaeologist to the satisfaction of the City Planning Department. The training may be discontinued when ground disturbance is completed. Construction personnel shall not be permitted to operate equipment within the construction area unless they have attended the training. A copy of the training transcript and/or training video, as well as a list of the names of all personnel who attended the training and copies of the signed acknowledgment forms shall be submitted to the City Planning Department for their review and approval.	Qualified Archaeologist	Prior to the issuance of any grading permits	City of Ontario Planning Department	
MM CUL-10: Should any cultural resources be discovered during Project implementation; the City Planning Department and a Qualified Archaeologist shall be notified to assess the nature and significance of the find. Should any cultural resources be deemed significant, the Qualified Archaeologist shall draft a treatment plan for review and approval by the City Planning Department. Tribes listed on the City's contact list for the Project shall be notified of any significance discovery that is Native American in origin and be given the opportunity to comment on the treatment plan prior to implementation. All final site records, reports, etc. associated with the discovery, evaluation, and treatment of cultural resources discovered during Project implementation shall be submitted to the South-Central Coastal Information Center (SCCIC).	Project Applicant	Throughout construction	City of Ontario Planning Department	
GEOLOGY AND SOILS				
MM GEO-1: As specified in the Preliminary Geotechnical Investigation & Organic Soil/Manure Evaluation Report for the Euclid Mixed Use Specific Plan Project by Converse Consulting, cut/fill transitions should be eliminated from all level portions of the building pad areas. This should be accomplished by over excavating the entire "cut" portion of the building pad area by at least 5.0 feet below proposed grade and replacing the excavated materials as properly compacted fill, so that all footings for structures and walls are founded into engineered fill with a minimum of 3.0 feet of fill below footings for proposed structures and 2.0 feet below footings for proposed walls.	Project Applicant	Prior to the start of construction	City of Ontario Building Department	

Mitigation Measures	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
No fill should be placed until excavations and/or natural ground preparation have been observed by the geotechnical consultant. The native soils encountered within the project sites are generally considered suitable for re-use as compacted fill. Excavated soils should be processed, including removal of roots and debris, removal of oversized particles, mixing, and moisture conditioning, before placing as compacted fill. On-site soils used as fill should meet the following criteria. • No particles larger than 8 inches in largest dimension. • Rocks larger than 4 inches should not be placed within the upper 12 inches of subgrade soils. • Free of all significant organic matter, debris, or other deleterious material. • Expansion index of 50 or less. • Sand Equivalent greater than 15 (greater than 30 for pipe bedding). • Contain less than 30 percent by weight retained in 3/4-inch sieve. • Contain less than 40 percent fines (passing #200 sieve).				
MM GEO-2: Stockpiled fill soils would be placed in deeper fills (at least 5 feet below proposed grade), landscaped areas, or non-structural fills, or blended with sandier soils on site outside of the subject fill stockpile in order to reduce the expansion potential of the stockpiled soils. The expansion potential of the finish-grade soils shall be tested at grading completion. Slabs-on-grade shall have a minimum thickness of 5 inches for support of nominal live loads and be reinforced with No. 3 bars spaced 24 inches or less on centers both ways. Slab reinforcement shall be supported on concrete chairs so that the desired placement is properly placed per the design engineer. Structural design elements of slabs-on-grade, including but not limited to thickness, reinforcement, and joint spacing of more heavily loaded slabs shall be dependent upon the anticipated loading conditions and the modulus of subgrade reaction (200kcf) of the supporting materials and shall be designed by a structural engineer. Subgrade for slabs-on-grade shall be firm and uniform. All loose or disturbed soils, including under-slab utility trench backfill shall be recompacted. Prior to placing concrete, the subgrade soils below all floor slabs shall be pre-watered to achieve a moisture content that is	Project Applicant	Prior to grading	City of Ontario Building Department	

Mitigation Measures	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
equal to 100 percent of the optimum moisture content of the subgrade soils. The moisture content should penetrate to a minimum depth of 12 inches. This should promote uniform curing of the concrete and minimize the development of shrinkage cracks.				
MM GEO-3: Corrosive Materials. Prior to issuance of a building permit, the Director of the City Public Works Department, or designee, shall verify that the Project Applicant/Developer has retained the services of a licensed corrosion engineer to provide detailed corrosion protection measures. Where steel may come in contact with on-site soils, project construction shall include the use of steel that is protected against corrosion. Corrosion protection may include, but is not limited to, sacrificial metal, the use of protective coatings, and/or cathodic protection. Additional site testing and final design evaluation regarding the possible on-site presence of significant volumes of corrosive soils shall be performed by the Project Geotechnical Consultant to refine and enhance these recommendations. On-site inspection during grading shall be conducted by a qualified corrosion consultant and City of Director of Public Works/City Engineer, or designee, to ensure compliance with geotechnical specifications as incorporated into Project plans.	Project Applicant	Prior to issuance of a building permit	Director of the City Public Works Department	
MM GEO-4: In areas of documented or inferred archaeological and/or paleontological resource presence, City staff shall require applicants for development permits to provide studies to document the presence/absence of such resources. On properties where resources are identified, such studies shall provide a detailed mitigation plan based on the recommendations of a qualified cultural preservation expert. Additionally, a paleontological resource monitoring plan (PRMP) would be prepared and implemented. Periodic paleontological spot checks would be conducted when excavation exceeds depths of 5 feet to determine if older, paleontologically sensitive sediments are present. If present, monitoring would be implemented. Prior to the start of construction, a paleontological resource monitoring plan (PRMP) would be prepared and implemented. The Project's PRMP would implement the following procedures: • A trained and qualified paleontological monitor would perform spot-check and/or monitoring of any excavations on the Project that have the potential to impact paleontological resources in	Project Applicant	Prior to grading	City of Ontario Building Department	

Mitigation Measures	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
undisturbed native sediments below five feet in depth. The monitor would have the ability to redirect construction activities to ensure avoidance of adverse impacts to paleontological resources. • The Project paleontologist may re-evaluate the necessity for paleontological monitoring after examination of the affected sediments during excavation, with approval from Lead Agency and Client representatives. • Any potentially significant fossils observed shall be collected and recorded in conjunction with best management practices and Society of Vertebrate Paleontology professional standards. • Any fossils recovered during mitigation shall be deposited in an accredited and permanent scientific institution for the benefit of current and future generations. • A report documenting the results of the monitoring, including any salvage activities and the significance of any fossils, shall be prepared and submitted to the appropriate personnel.				
GREENHOUSE GAS				
MM GHG-1: Project development proposals with building permit applications on file with the City shall implement Screening Table Measures that achieve at least 100 points per the Screening Tables. The City shall verify that Screening Table Measures achieving the 100-point performance standard are incorporated in development plans prior to the issuance of building permit(s) and/or site plans (as applicable). The City shall verify implementation of the selected Screening Table Measures prior to the issuance of Certificate(s) of Occupancy. At the discretion of the City, measures that provide GHG reductions equivalent to GHG emissions reductions achieved via the Screening Table Measures may be implemented. Multiple development proposals may, at the discretion of the City, be allowed to collectively demonstrate achievement of at least 100 points per the Screening Tables.	Project Applicant	Prior to the issuance of building permit(s) and/or site plans	City of Ontario Planning Department	
HAZARDS AND HAZARDOUS MATERIALS				
MM HAZ-1: Construction period testing. Construction at the Project site shall be conducted under a Project-specific Construction Risk Management Plan (CRMP) to protect construction workers, the general public, and the environment from subsurface hazardous materials previously identified and to address the possibility of encountering	Project Applicant	Prior to Project implementation	City of Ontario Building Department	

Mitigation Measures	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
unknown contamination or hazards in the subsurface. The CRMP shall summarize soil and groundwater analytical data collected on the Project sites during past investigations and during site investigation activities; delineate areas of known soil and groundwater contamination, if applicable; and identify soil and groundwater management options for excavated soil and groundwater, in compliance with local, state, and federal statutes and regulations. The CRMP shall: • Provide procedures for evaluating, handling, storing, testing, and disposing of soil and groundwater during Project excavation and dewatering activities, respectively. • Require the preparation of a Project-specific Health and Safety Plan that identifies hazardous materials present, describes required health and safety provisions and training for all workers potentially exposed to hazardous materials in accordance with State and Federal worker safety regulations, and designates the personnel responsible for Health and Safety Plan implementation. • Require the preparation of a contingency plan that shall be applied should previously unknown hazardous materials be encountered during construction activities. The contingency plan shall include provisions that require collection of soil and/or groundwater samples in the newly discovered affected area by a qualified environmental professional prior to further work, as appropriate. The analytical results of the sampling shall be reviewed by the qualified environmental professional and submitted to the appropriate regulatory agency. The environmental professional shall provide recommendations, as applicable, regarding soil/waste management, worker health and safety training, and regulatory agency notifications, in accordance with local, state, and federal requirements. Work shall not resume in the area(s) affected until these recommendations have been implemented under the oversight of the County or regulatory agency, as appropriate. • Designate personnel responsible for implementation of the CRMP. The CRMP shall be submitted to the County for review and approval prior to the issuance of construction and demolition permits.				

Mitigation Measures	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
MM HAZ-2: Soil Management Plan. Prior to issuance of a grading permit, the Project applicant shall retain a qualified environmental consultant to prepare a Soil Management Plan that details procedures and protocols for on-site management of soils containing potentially hazardous materials. The SMP would be implemented during grading activities on-site to ensure that soils containing residual levels of hydrocarbons or arsenic are properly identified, monitored, and managed on-site, and include the following: • A certified hazardous waste hauler shall remove all potentially hazardous soils. In addition, sampling of soil shall be conducted during excavation to ensure that all petroleum hydrocarbon and arsenic impacted soils are removed, and that Environmental Screening Levels (ESLs) for non-residential uses are not exceeded. Excavated materials shall be transported per California Hazardous Waste Regulations to a landfill permitted by the State to accept hazardous materials. • Any subsurface materials exposed during construction activities that appear suspect of contamination, either from visual staining or suspect odors, shall require immediate cessation of excavation activities. Soils suspected of contamination shall be tested for potential contamination. If contamination is found to be present per the Department of Toxic Substances Control Screening Levels for industrial/commercial land use (DTSCSLi) and the U.S. EPA Regional Screening Levels for industrial/commercial land use (EPARSLi), it shall be transported and disposed of per state regulations to an appropriately permitted landfill. • The SMP shall include a Health and Safety Plan (HSP) that addresses potential safety and health hazards and includes the requirements and procedures for employee protection; each contractor will be required to have their own HSP tailored to their particular trade that addresses the general project safety requirements. The HSP shall also outline proper soil handling procedures and health and safety requirements to minimize worker and public exposure to hazardous materials during construction. • The SMP shall be prepared and executed in accordance with South Coast Air Quality Management District (SCAQMD) Rule 1166, Volatile Organic Compound Emissions from Decontamination of	Project Applicant	Prior to the issuance of grading permits	City of Ontario Planning Department	

Mitigation Measures	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
Soil. The SMP shall require the timely testing and sampling of soils so that contaminated soils can be separated from inert soils for proper disposal. The SMP shall specify the testing parameters and sampling frequency. Anticipated testing includes total petroleum hydrocarbons (TPH), volatile organic compounds (VOCs), and semi-volatile organic compounds (SVOCs). During excavation, Rule 1166 requires that soils identified as contaminated shall be sprayed with water or another approved vapor suppressant or covered with sheeting during periods of inactivity of greater than an hour, to prevent contaminated soils from becoming airborne. Under Rule 1166, contaminated soils shall be transported from the project site by a licensed transporter and disposed of at a licensed storage/treatment facility to prevent contaminated soils from becoming airborne or otherwise released into the environment. • All SMP measures shall be printed on the construction documents, contracts, and project plans prior to issuance of grading permits. • The SMP would also include procedures for the safe handling and transportation of soils on the Project Site that may impact sensitive receptors such as schools.				
MM HAZ-3: Prior to the commencement of any construction-related site activities (clearing, demolition, grading etc.), all above-ground storage tanks (ASTs) and underground storage tanks (USTs) shall be removed. ASTs storing diesel shall be disposed of by a State of California licensed contractor and in compliance with the required San Bernardino County Fire Department (SBCFD) Hazardous Materials Division regulations for tank removals. For stained soils in the vicinity of diesel containing ASTs, as identified in the Phase I Environmental Site Assessment (ESA) dated July 29, 2021 soil samples shall be collected, as directed by the SBCFD inspector, for chemical analysis at a laboratory licensed by the State of California. If contaminated soils are encountered, a soil management plan shall be prepared to manage the stained soils during redevelopment. USTs shall be removed through reviewing available files at the SBCFD and ensuring the proper removal of the UST and a subsurface investigation to determine if the UST had impacted the subsurface.	Project Applicant	Prior to the issuance of grading permits	City of Ontario Planning Department	

Mitigation Measures	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
MM HAZ-4: Prior to the issuance of grading permits, the Project applicant shall conduct testing for the presence of methane on the Project site, in accordance with DTSC methane assessment guidelines. The Project applicant shall prepare a methane gas soil survey and implement grading activity recommendations to the satisfaction of the City Building Department. This survey and recommendation shall include a post-construction soil gas investigation and installation of methane gas mitigation systems where post-grading methane levels exceed 5,000 ppmv, should any such levels occur.	Project Applicant	Prior to the issuance of grading permits	City of Ontario Building Department	
MM HAZ-5: Following drainage of the on-site ponds, the Project applicant shall conduct a limited Phase II subsurface assessment of sediments to evaluate the sediments for chemical risks to human health and the environment. If contamination from dairy and animal-related wastes is encountered at a level above Environmental Screening Levels (ESLs) for non-residential uses, the appropriate environmental agency (Regional Water Quality Control Board, Department of Toxic Substance Control, South Coast Air Quality Management District) shall be notified. Any contamination identified as a result of such testing/sampling shall be investigated and removed or remediated to the satisfaction of the environmental agency and established Regional Screening Levels with evidence provided to the City, such that there are no residual significant impacts following mitigation. Prior to allowing the commencement of any soil removal or hauling activities at the Proposed Project, the City will review and/or evaluate potential air quality impacts (criteria pollutants and toxic air contaminants from equipment exhaust, earthmoving, and other on-site remedial activities, as applicable) to verify that impacts are properly assessed and disclosed in accordance with CEQA.	Project Applicant	Following the drainage of on-site ponds	City of Ontario Building Department	
MM HAZ-6: Prior to the issuance of a demolition permit for any buildings or structures on-site, the Project applicant shall conduct comprehensive ACM and mercury contamination surveys to identify the locations and quantities of ACM and mercury in above-ground structures. The Project applicant shall retain a licensed or certified asbestos consultant to inspect buildings and structures on-site. The consultant's report shall include requirements for abatement, containment, and disposal of ACM,	Project Applicant	Prior to the issuance of a demolition permit	City of Ontario Planning Department	

Mitigation Measures	Responsibility for Implementation	Timing	Responsibility for Monitoring	Monitor (Signature Required) (Date of Compliance)
if encountered, in accordance with the South Coast Air Quality Management District's Rule 1403. Prior to issuance of a demolition permit of the on-site structure, preparation of a demolition plan for the safe dismantling and removal of building components and debris including a plan for lead and asbestos abatement shall be required. The demolition plan shall be submitted to the City for review and approval prior to commencement of construction activities.				

ORDINANCE NO._____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, APPROVING FILE NO. PSP22-001, A SPECIFIC PLAN (EUCLID MIXED USE SPECIFIC PLAN) TO ESTABLISH THE LAND USE DISTRICTS, DEVELOPMENT STANDARDS, GUIDELINES, AND INFRASTRUCTURE IMPROVEMENTS FOR THE POTENTIAL DEVELOPMENT OF UP TO 1,386,776 SQUARE FEET OF BUSINESS PARK LAND USES, 290,110 SQUARE FEET OF OFFICE AND RETAIL LAND USES, AND 466 DWELLING UNITS ON THE 84-ACRE PROJECT SITE, AND MAKING FINDINGS IN SUPPORT THEREOF—APNS: 1053-071-01; 1053-071-02; 1053-071-03; 1053-071-04; 1053-211-01; 1053-211-02; 1053-211-05; 1053-281-01; 1053-281-02; 1053-281-03; 1053-281-04; 1053-281-07; 1053-281-08; 1053-081-01; 1053-081-02; 1053-081-03; 1053-081-04.

WHEREAS, EUCLID LAND INVESTMENT LLC ("Applicant") has filed an Application for the approval of the Euclid Mixed Use Specific Plan, File No. PSP22-001, as described in the title of this Ordinance (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to 84 acres of land bordered by Schaefer Avenue to the north, future Sultana Avenue to the east, Edison Avenue to the south, and Euclid Avenue to the west, within the SP(AG) (Specific Plan (Agricultural Overlay)) zoning district, and is presently improved with agricultural, dairy, recreational vehicle storage, residential and vacant land uses; and

WHEREAS, the properties to the north of the Project site are within the SP (Specific Plan) zoning district and are developed with agricultural uses. The properties to the south are within the SP zoning district and include vacant land, a dairy farm, recreational vehicle storage and residential uses. The properties to the east are within the SP zoning district and are vacant. The properties to the west are located within the City of Chino and improved with commercial, residential and trailer storage uses; and

WHEREAS, the Euclid Mixed Use Specific Plan, attached hereto as "Attachment A," establishes a comprehensive set of design guidelines and development regulations to guide and regulate site planning, landscape, and architectural character, and ensuring that excellence in community design is achieved during project development. In addition, the Specific Plan will establish the procedures and requirements to approve new development within the project site to ensure The Ontario Plan 2050 (“TOP 2050”) goals and policies are achieved; and

WHEREAS, the Euclid Mixed Use Specific Plan consists of approximately 84 acres of land, which includes potential development of up to 1,676,886 square feet of business park, office and retails uses, and 466 dwelling units; and

WHEREAS, the land use intensity of the Euclid Mixed Use Specific Plan anticipated in the five planning areas is consistent with TOP 2050. The Specific Plan is proposing a maximum 0.6 floor area ratio (“FAR”) within the Business Park land use designation (Planning Areas 1, 2A and 2B) located along the northern area of the Specific Plan area. Planning Areas 1, 2A and 2B are 53.06 acres in size and can be potentially developed with 1,386,776 square feet of business park development. The Specific Plan is proposing a maximum 1.5 FAR for office, 1.0 FAR for retail, and 35 du/ac within the Mixed Use land use designation along the southern portion of the Specific Plan. Planning Area 3 is 19.03 acres in size and can potentially be developed with 124,146 square feet of office and 165,964 square feet of retail development and maximum 466 dwelling units. Planning Areas 4 and 5 are designated Open Space-Nonrecreational land use and no development square footage is planned for these areas; and

WHEREAS, the Euclid Mixed Use Specific Plan has been prepared in conformance with the goals and policies of the City of Ontario Policy Plan (General Plan). The policy (General Plan) analysis in “Chapter 7. Consistency with The Ontario Plan” of the Specific Plan describes the manner in which the Euclid Mixed Use Specific Plan complies with the Policy Plan goals and policies applicable to the Euclid Mixed Use Specific Plan; and

WHEREAS, the Application is a project pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA") and an initial study has been prepared to determine possible environmental impacts; and

WHEREAS, an Environmental Impact Report (“EIR”) (State Clearinghouse No. 2023020281), including the adoption of a Mitigation and Monitoring and Reporting Program (“MMRP”) and a Statement of Overriding Considerations, have been prepared in accord with CEQA and the State CEQA Guidelines, and the City of Ontario Guidelines to address the environmental effects of the Specific Plan (Euclid Mixed Use Specific Plan); and

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

WHEREAS, the Project has been reviewed for consistency with the Housing Element of the Policy Plan component of The Ontario Plan 2050, as State Housing Element law (as prescribed in Government Code Sections 65580 through 65589.8) requires that development projects must be consistent with the Housing Element, if upon consideration of all its aspects, it is found to further the purposes, principals, goals, and policies of the Housing Element; and

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

WHEREAS, the proposed Project is located within the Airport Influence Area of Chino Airport, within the City of Ontario boundary, and is subject to, and must be consistent with, the policies criteria set forth in Reference I, Chino Airport Land Use Compatibility Plan (CNO ALUCP), which applies only to jurisdictions within City of Ontario, and addresses the safety, airspace protection, and overflight impacts of current and future airport activity; and

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

WHEREAS, on July 23, 2024, the Planning Commission of the City of Ontario conducted a hearing to consider the EIR, MMRP, Statement of Overriding Considerations, and the Project, and concluded said hearing on that date, voting to issue Resolution No. PC24-031 & PC24-032, recommending the City Council approve the Application; and

WHEREAS, on August 20, 2024, the City Council of the City of Ontario conducted a hearing to consider the EIR, MMRP, Statement of Overriding Considerations, and the Project, and concluded said hearing on that date; and

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

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

SECTION 1: ***Environmental Determination and Findings.*** As the decision-making body for the Project, the City Council has reviewed and considered the information contained in the EIR, MMRP, and Statement of Overriding Considerations prepared for the Project and supporting documentation. Based upon the facts and information contained in the EIR (State Clearinghouse No. 2023020281) and the administrative record, including all written and oral evidence presented to the City Council, the City Council finds as follows:

(1) The Euclid Mixed Use Specific Plan EIR, MMRP, and Statement of Overriding Considerations contain a complete and accurate reporting of the environmental impacts associated with the Project; and

(2) The Euclid Mixed Use Specific Plan EIR, MMRP, and Statement of Overriding Considerations have been completed in compliance with CEQA, the State CEQA Guidelines and the City of Ontario Local CEQA Guidelines; and

(3) The Euclid Mixed Use Specific Plan EIR, MMRP, and Statement of Overriding Considerations reflects the independent judgment of the City Council.

SECTION 2: ***Housing Element Compliance.*** Pursuant to the requirements of California Government Code Chapter 3, Article 10.6, commencing with Section 65580, as the decision-making body for the Project, the City Council finds that based upon the facts and information contained in the Application and supporting documentation, at the time of Project implementation, the Project is consistent with the Housing Element of the Policy Plan (General Plan) component of The Ontario Plan 2050. The Project site is one of the properties listed in the Housing Element Sites Inventory contained in Tables B-1 and B-2 of the Housing Element Technical Report, and the proposed Project is consistent with the number of dwelling units (466) and density (35 du/ac) specified in the Housing Element Sites Inventory.

SECTION 3: ***Airport Land Use Compatibility Plan ("ALUCP") Compliance.*** The California State Aeronautics Act (Public Utilities Code Section 21670 et seq.) requires that an Airport Land Use Compatibility Plan be prepared for all public use airports in the State; and requires that local land use plans and individual development proposals must be consistent with the policies set forth in the adopted Airport Land Use Compatibility Plan.

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

(2) On August 2, 2022, the City Council of the City of Ontario approved and adopted a Development Code Amendment to establish the Chino Airport (“CNO”) Overlay Zoning District (“OZD”) and Reference I, Chino Airport Land Use Compatibility Plan (“CNO ALUCP”). The CNO OZD and CNO ALUCP established the Airport Influence Area for Chino Airport, solely within the City of Ontario, and limits future land uses and development within the Airport Influence Area, as they relate to safety, airspace protection, and overflight impacts of current and future airport activity. The CNO ALUCP is consistent with policies and criteria set forth within the Caltrans 2011 California Airport Land Use Planning Handbook. The

proposed Project is located within the Airport Influence Area of Chino Airport and was evaluated and found to be consistent with the California Airport Land Use Planning Handbook and the CNO ALUCP. As the decision-making body for the Project, the City Council has reviewed and considered the facts and information contained in the Application and supporting documentation against the CNO ALUCP compatibility factors, including Safety, Airspace Protection, Overflight. As a result, the City Council, therefore, finds and determines that the Project, when implemented in conjunction with the conditions of approval, will be consistent with the policies and criteria set forth within the California Airport Land Use Planning Handbook and the Chino ALUCP.

SECTION 4: ***Concluding Facts and Reasons.*** Based upon the substantial evidence presented to the City Council during the above-referenced hearing, and upon the specific findings set forth in Sections 1 through 3 above, the City Council hereby concludes as follows:

(1) ***The proposed Specific Plan, or amendment thereto, is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan 2050.*** The approximately 84-acre Euclid Mixed Use Specific Plan is suitable for business park and mixed use development and is consistent with the goals and policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of TOP 2050. "Chapter 7. Consistency with The Ontario Plan" of the Euclid Mixed Use Specific Plan describes the manner in which the Specific Plan complies with the Policy Plan goals and policies; and

(2) ***The proposed Specific Plan, or amendment thereto, would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.*** The proposed Euclid Mixed Use Specific Plan is in conformance with the Land Use Policies and Goals of the Policy Plan and will provide standards and guidelines for the harmonious development within the districts, in a manner consistent with the Policy Plan. The Specific Plan is proposing business park and mixed use (office, retail and residential) type development for the approximately 84-acre site, which is what is mandated by the land use plan of the Policy Plan; therefore, the proposed business park and mixed use land uses will not be detrimental to the public interest, health, safety, convenience, or general welfare of the City because it will provide land uses that are consistent with the existing and future development of the surrounding area; and

(3) ***In the case of an application affecting specific property(ies), the proposed Specific Plan, or amendment thereto, will not adversely affect the harmonious relationship with adjacent properties and land uses.*** The proposed Specific Plan will modify the land use from agricultural, dairy farm, recreational vehicle storage, residential and vacant land uses to Business Park and Mixed Use, which aligns with surrounding land uses

planned in TOP 2050 and allows for similar development intensities under the Business Park and Mixed Use designation; and

(4) ***In the case of an application affecting specific property(ies), the subject site is physically suitable, including, but not limited to, parcel size, shape, access, and availability of utilities, for the request and anticipated development.*** The proposed Specific Plan will allow for business park and mixed use on the subject site. When in conformance with the Specific Plan, the project site is suitable in size and shape, allows for sufficient access and availability of utilities to accommodate the anticipated development.

SECTION 4: ***City Council Action.*** Based upon the findings and conclusions set forth in Sections 1 through 3, above, the City Council hereby APPROVES the herein described Euclid Mixed Use Specific Plan, attached hereto as "Attachment A," and incorporated herein by this reference, and subject to the Conditions of Approval.

SECTION 5: ***Indemnification.*** The Applicant shall agree to defend, indemnify and hold harmless, the City of Ontario or its agents, officers, and employees from any claim, action or proceeding against the City of Ontario or its agents, officers or employees to attack, set aside, void, or annul this approval. The City of Ontario shall promptly notify the applicant of any such claim, action, or proceeding, and the City of Ontario shall cooperate fully in the defense.

SECTION 6: ***Custodian of Records.*** The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Ontario City Hall, 303 East "B" Street, Ontario, California 91764. The custodian for these records is the City Clerk of the City of Ontario.

SECTION 7: ***Severability.*** If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The People of the City of Ontario hereby declare that they would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 8: ***Effective Date.*** This Ordinance shall become effective 30 days following its adoption.

SECTION 9: ***Publication and Posting.*** The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within 15 days following the adoption. The City Clerk shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this _____ 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.

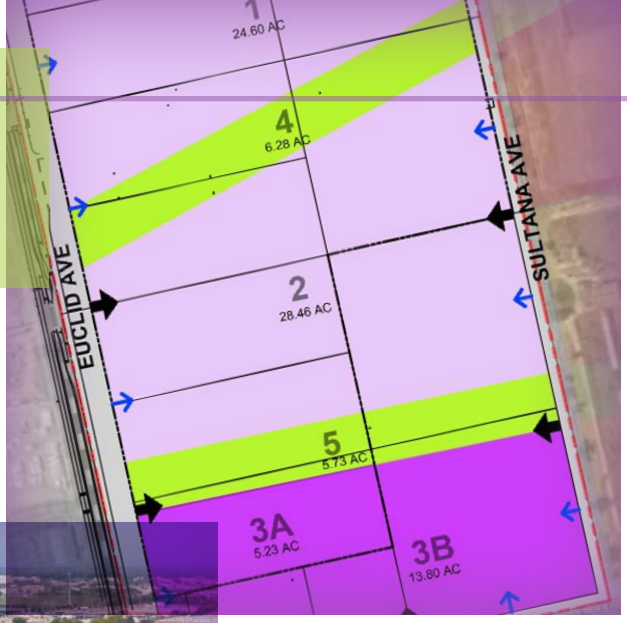
_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

<u>ATTACHMENT A</u>:

File No. PSP22-001;
Euclid Mixed Use Specific Plan

(Document follows this page)







EUCLID MIXED USE SPECIFIC PLAN





ONTARIO, CA

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1. INTRODUCTION

Euclid Avenue can be described as the backbone of the City of Ontario (***See Figure 1.1***). Extending from the San Gabriel foothills to the north, Euclid Avenue was originally designed by George and William Chaffey in 1882 to be a grand boulevard constructed as part of the "Model Irrigation Colony" and was intended to connect to the southern edge of the colony at the Southern Pacific Railroad. Euclid Avenue initially provided street lights, water services and long distance telephone lines and was envisioned to include an electric railway to serve the growing community.

Today, Ontario has grown to become the identifiable center of the inland valley, with commerce and community expanding around the City's strategic location along regional transportation routes, growing international airport, commerce and cultural amenities. Ontario is situated in the path of expanding urbanization and housing demand in the surrounding region. The project site, the Euclid Mixed-Use Property, is comprised of approximately 84 acres located along the east side of Euclid Avenue in the City of Ontario, California and establishes the west gateway to the Ontario Ranch.

Within Ontario Ranch, the City of Ontario promotes innovative land development principles to continue the legacy of the Model Colony. The City's general plan, The Ontario Plan, envisions the Ontario Ranch area will include housing, commercial and Business Park areas, parks, recreational uses, trails and bike links. Specific plans are required to guide development in Ontario Ranch to ensure the City objectives are achieved.

On January 26, 2010, the City of Ontario adopted The Ontario Plan, which serves as its new business plan and includes a long term vision and principle-based policy plan, essentially functioning as the General Plan for the city, including Ontario Ranch. The Ontario Plan 2050 was adopted in August 2022 as an update to the original 2010 document. The Euclid Mixed-Use Specific Plan is consistent with The Ontario Plan 2050.

The Euclid Mixed-Use Specific Plan (this "Specific Plan") is a major "next step," creating a specific plan to implement the vision outlined by the City of Ontario for the western portion of the Ontario Ranch area, formerly New Model Colony (***See Figure 1.2***). The Ontario Ranch area covers 8,200 acres of the historic San Bernardino Agricultural Preserve, which was predominantly used for dairy or cattle farming. In 1999, the City of Ontario named its portion of the Agricultural Preserve to be the New Model Colony after the original Model Irrigation Colony.

The City's TOP overall vision for the Ontario Ranch is to create a self-sustaining place of diversity, extending into Ontario's existing fabric of development. The City's TOP also envisions each neighborhood and commercial center within the Ontario Ranch as a place uniquely identifiable for its residents, employees, and visitors, united through an area-wide network of greenways, trails, open spaces, amenities, and infrastructure.

The vision for Euclid Mixed-Use is to create a gateway to the City of Ontario and to the Ontario Ranch planned community incorporating a variety of opportunities for small businesses and employment within the Business Park District and a vibrant community with a mixture of uses all connected through a series of trails providing opportunities for people to live, work and play within the Mixed-Use District of the Specific Plan.

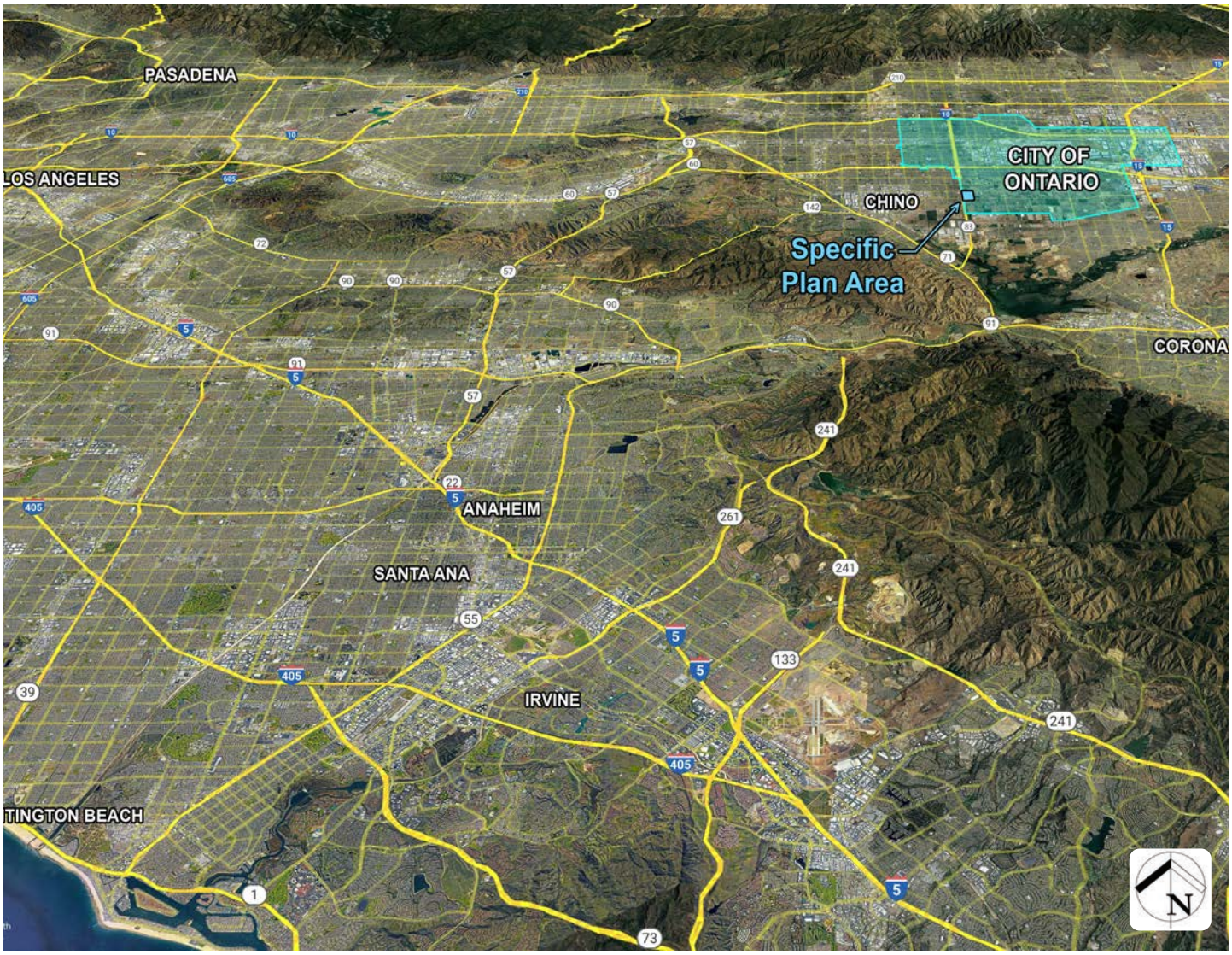


FIGURE 1.1 REGIONAL LOCATION

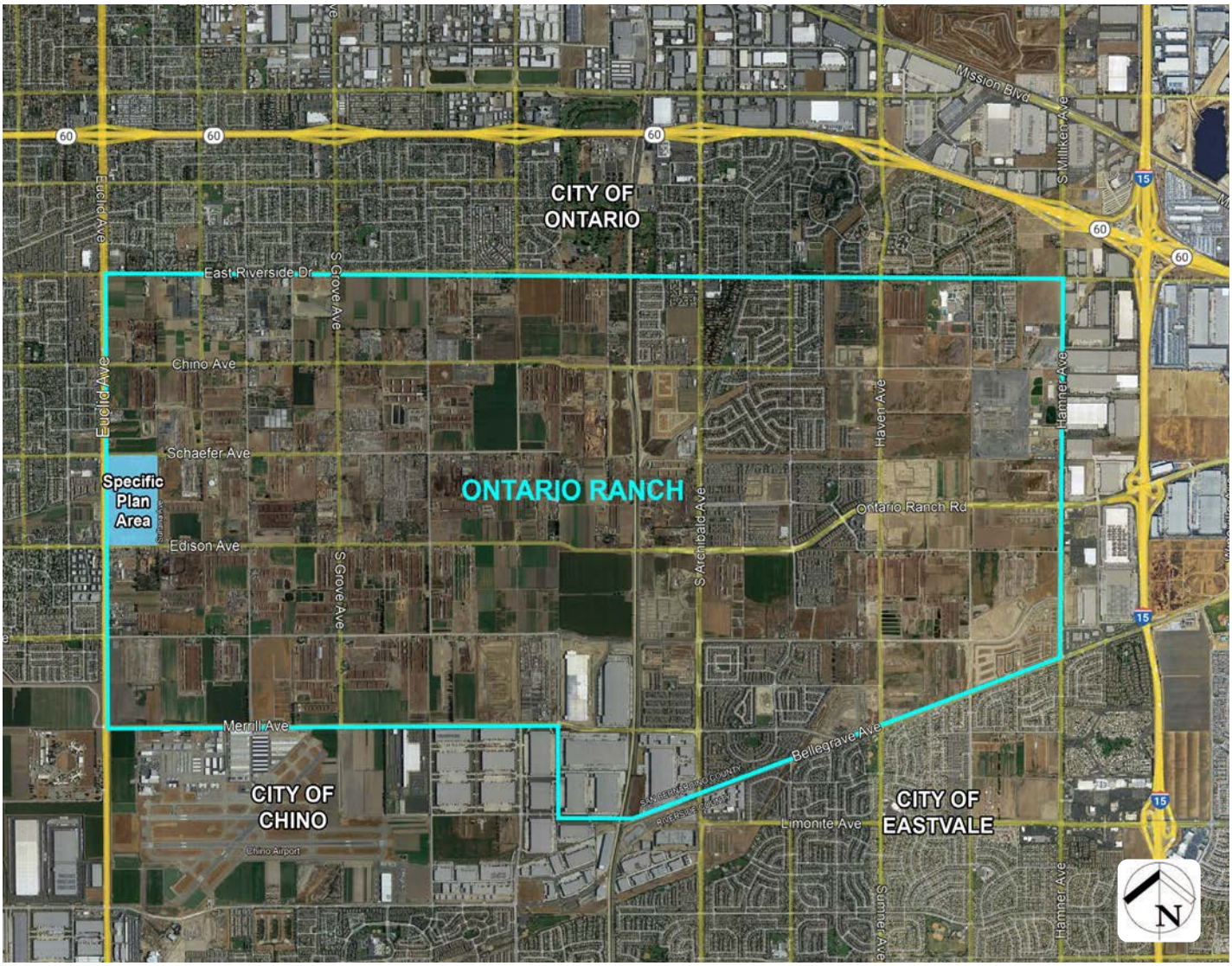


FIGURE 1.2 ONTARIO RANCH

In order to actualize this vision, a series of objectives are provided to augment policies identified within the City's TOP. These objectives and policies are as follows:

Create a place with a Unique Identity.

- Provide a variety of quality building designs that reinforces the rich agricultural history and the high quality of development within the City.
- Provide a walkable plan that ties the future residential, retail and employment areas to surrounding support uses and open space/recreational uses including the Great Park.
- Provide outdoor gathering spaces within attached residential neighborhoods, office parks and retail centers.
- Design convenient access to transit stops to encourage alternatives to vehicular commuting.

Develop a Public Realm that emphasizes Comfort, Safety and Human scale.

- Establish a walkable street pattern linking living and shopping areas with public spaces and the Great Park.
- Design and plan buildings and landscaping to create inviting outdoor living areas.
- Create building elevations with regular articulation and varied facade expressions.

Optimize connectivity within the Mixed Use areas within the overall Community Network.

- Design streets in a grid pattern with short, walkable blocks.
- Establish a street pattern as a logical extension of open space, public transit and neighborhood retail and employment.
- Encourage parking solutions such as alleys, parking courts and structured parking to minimize the visual impact of stored vehicles.

Design buildings that are appropriate and contextual.

- Create design standards for vertical and horizontal mixed use buildings to address market opportunities.
- Orient buildings toward public streets, neighborhood edges and open space areas to establish and urban neighborhood character.
- Concentrate building massing along major streets and corridors and adjacent to the Great Park and near convenient transit stops.

Create active frontages along streets and open spaces.

- Design retail buildings with storefront treatments that optimize indoor/outdoor spaces.
- Orient residential front doors, porches and patios to face walkable streets and away from major streets, non-residential uses and utility lines.
- Provide visual and physical access to connect to City planned trails and bikeways.

Manage infrastructure to accommodate optimal land uses.

- Coordinate the development of project infrastructure to foster future pedestrian opportunities.
- Encourage the timely development of shared infrastructure within the Mixed Use District.
- Facilitate development plans that provide shared parking and multi-modal access/parking within the mixed use area.

1.1 Purpose and Intent of the Specific Plan

The Euclid Mixed-Use Specific Plan provides zoning regulations for the project area by establishing permitted land use, development standards, infrastructure requirements, design guidelines and implementation requirements for future development. Development regulations and design guidelines are included to guide all site planning, architectural character, and landscape treatment within the site area to ensure a standard of excellence in community design throughout project development. The Specific Plan establishes the procedures and requirements to approve new development within the project area.

The purpose of the Specific Plan is to:

- Provide a flexible planning framework that responds to changing physical and market driven aspects of future development opportunities;
- Specify a coordinated phasing of infrastructure, utilities, and public services for this area of the Ontario Ranch;
- Promote compatible uses and interfaces between adjacent properties;
- Ensure the appropriate location and intensity of uses within the site area; and
- Conform to State laws and local ordinances and policies in the preparation of the Specific Plan.

The intent of the Specific Plan is to:

- Create a professional, well maintained and attractive environment for the development of a vibrant Mixed-Use development along Edison Avenue and a multi-purpose business park complex.
- Provide the entitlement and framework for a total of approximately 290,000 sq. ft. of office retail development and a maximum of 466 residential units.
- Provide the entitlements and framework for the development of approximately 1.39 million sq. ft. of business park uses.
- Provide employment opportunities for the surrounding community.
- Facilitate the implementation of roads, utilities, and other infrastructure investments that will be sufficiently sized to serve the Specific Plan area.
- Expand Ontario's retail, office and business park uses in proximity to local airports and regional transportation networks.
- Create an economic driver for future growth in western portion of Ontario Ranch that acts as a catalyst for the development of infrastructure improvements in the area and implementation the City's long term planning vision.
- Provide opportunities for residents to live, work and shop within close proximity.
- Provide a logical extension of planned community trails and bike ways.

1.2 Specific Plan Project

This Specific Plan is the regulatory document for the Euclid Mixed-Use site area, accommodating up to 290,131 sq. ft. of commercial retail/office uses, a total of 466 residential units and 1,386,776 sq. ft. of business park uses on approximately 84.1 acres of land. The Specific Plan provides a land use plan identifying allowed uses and zoning, circulation, infrastructure, streetscape, and landscape plans; establishes allowable uses and development standards for reviewing individual projects; presents design guidelines to create a visually attractive environment; summarizes the development review process; and specifies provisions for administration and implementation of the Specific Plan and outlines its consistency with The Ontario Plan.

Location and Specific Plan Boundary

The Specific Plan area is located along the western boundary of the City of Ontario, on the NE corner of Euclid Avenue and Edison Avenue adjacent to the City of Chino (***see Figure 1.1***). The Specific Plan site area is located within Ontario Ranch (***see Figure 1.2***). The Specific Plan area is bounded by Schaefer Avenue on the north, Sultana Avenue on the east, Edison Avenue on the south, and Euclid Avenue on the west. The Specific Plan area is currently divided into 16 separate parcels. (***see Figure 1.3***).

Employment Generation

At build out, the Euclid Mixed-Use is anticipated to create numerous of jobs in retail, food service, small business light manufacturing/assembly, warehousing, logistics, office, and administration. Actual job creation depends on the type of land uses ultimately developed, as a wide range of business park and Mixed-Use development such as office and retail uses are permitted within the Euclid Mixed-Use Specific Plan. Employment opportunities will range from entry level to highly skilled labor and will expand the City of Ontario's employment opportunities in the region. Euclid Mixed-Use will also provide expanded opportunities for start up businesses.

Infrastructure Framework

The Specific Plan will help establish the necessary framework to enable the continued growth and development of Ontario Ranch in cooperation with adjacent property owners and developers. The Specific Plan identifies master planned water, sewer, and storm drain infrastructure required to serve the Specific Plan site area. The extent of infrastructure to be provided by Euclid Mixed-Use will be established as part of the development agreement.

Community Connectivity and Compatibility

The Specific Plan land use concept includes an internal buffer between potential sensitive Mixed-Use developments and provides an open space corridor extending from Euclid Avenue and planned residential uses located to the east of the site area. The land use concept and development regulations limit the size of buildings to 58,000 s.f. along the frontage of Euclid Avenue to ensure smaller scale buildings that are compatible with future retail and high density residential uses are developed along these sensitive edges.

1.3 Specific Plan Requirements

The range of issues contained in a specific plan is left to the discretion of the decision-making body. However, all specific plans must, at a minimum, address the following:

- The distribution, location, and extent of the uses of land, including open space, within the area covered by the plan.
- The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the plan and needed to support the land uses described in the plan.
- Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.
- A program of implementation measures including regulations, programs, public works projects, and financing measures necessary to carry out the above identified items.

1.4 Authority and Scope

The Ontario Plan requires approval of a Specific Plan as the Zoning for all future development within Ontario Ranch, to ensure coordinated communities and neighborhoods and to implement the City's goals and policies. This Specific Plan provides zoning regulations to govern development of the project site and shall take precedence over the City of Ontario Development Code. However, in instances where the Specific Plan is silent, the Development Code shall prevail.

The California Government Code (Title 7, Division 1, Chapter 3, Article 8, Sections 65450 through 65457) grants the City the authority to adopt a specific plan by ordinance. The minimum requirements of a specific plan are established by California Government Code Sections 65450 through 65457 and City of Ontario Code Sections 9-1.2100 to 9-1.2125. This Specific Plan is a regulatory document, providing land use and design guidance adopted by ordinance. Development plans, site plans, and tentative tract/parcel maps must be consistent with this Specific Plan and The Ontario Plan. The topics covered in this Specific Plan include land use, infrastructure, development standards, design guidelines, and implementation requirements.

1.5 California Environmental Quality Act Compliance

The Specific Plan is a discretionary project and is subject to the requirements of the California Environmental Quality Act (CEQA). Pursuant to State and local CEQA guidelines, an Environmental Impact Report addressing the impacts associated with the development of the project must be certified by the City prior to approval of the Specific Plan.

1.6 Organization of this Specific Plan

The Specific Plan is organized by Sections as follows:

1. ***INTRODUCTION.***
   This section states the purpose and intent of the Specific Plan, introduces the proposed project, summarizes specific plan requirements, and explains the scope and authority of the Specific Plan and its compliance with CEQA.

2. ***EXISTING CONDITIONS.***
   This section explains the baseline conditions for the project site including current and surrounding land uses, airport influence areas, circulation, utilities, and environmental conditions.

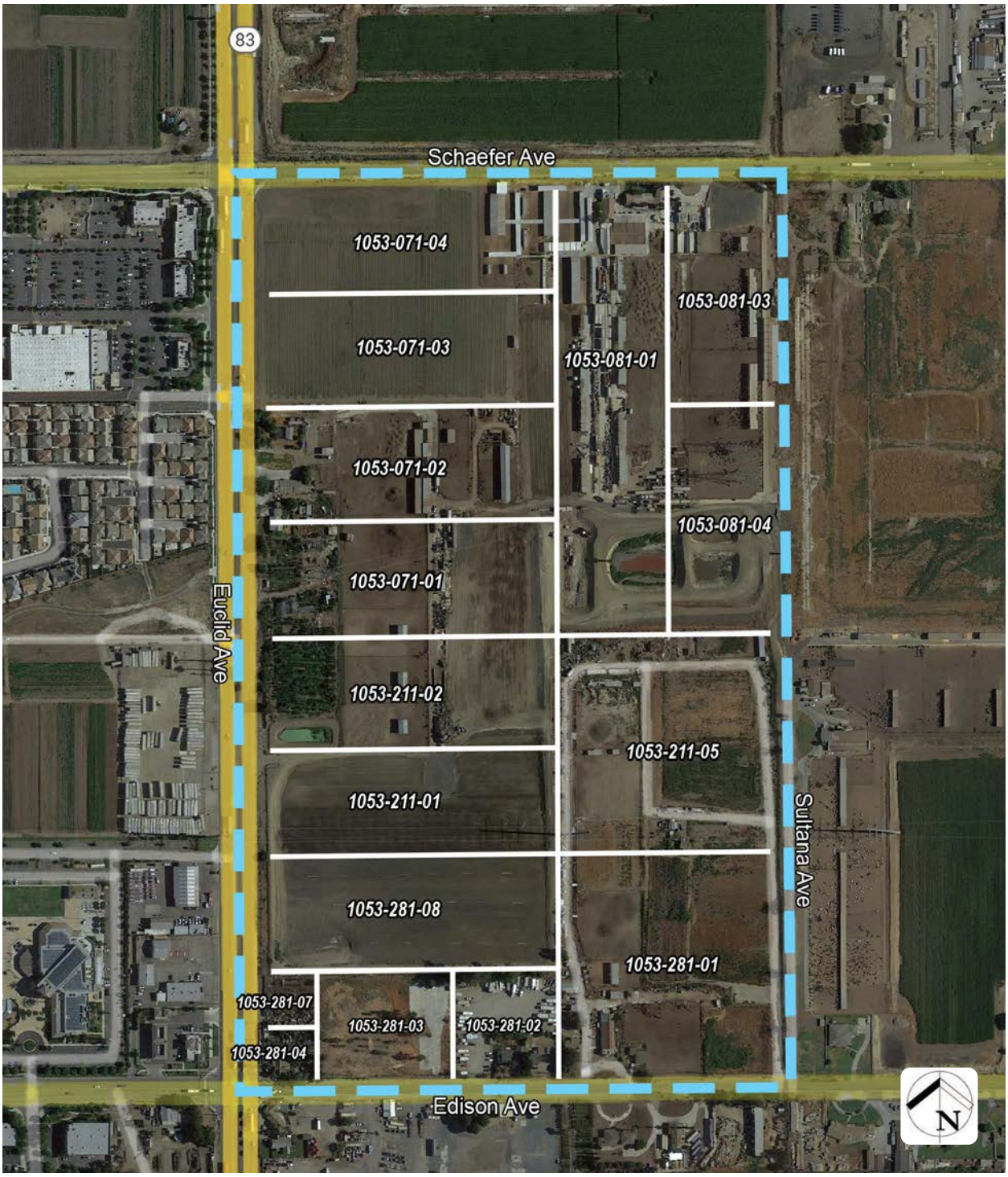
3. ***DEVELOPMENT PLAN.***
   This section establishes the overall development concept for the Specific Plan including the land use plan, infrastructure plans for water, sewer, utilities, and circulation, and the provision of public services such as fire, police, and solid waste disposal.

4. ***LAND USE AND DEVELOPMENT STANDARDS.***
   This section establishes the land use designations and regulations for the Specific Plan. Upon adoption of this Specific Plan, the land use and development standards within this chapter serve as the legal zoning for the Specific Plan area.

5. ***DESIGN GUIDELINES.***
   This section identifies the conceptual themes for site planning, architecture, and landscape design in the Specific Plan area.

6. ***SPECIFIC PLAN IMPLEMENTATION.***
   This chapter provides requirements for the development review and administration of the Specific Plan including amendment procedures and implementation priorities.

7. ***CONSISTENCY WITH THE ONTARIO PLAN.***
   This chapter describes the Specific Plan's conformance with The Ontario Plan.



SPECIFIC PLAN BOUNDARY

000-00-00 EXISTING ASSESSOR PARCEL NUMBER (APN)

FIGURE 1.3 SPECIFIC PLAN BOUNDARY

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2. EXISTING CONDITIONS

The following section documents the existing conditions including current development, airport influence areas, Williamson Act contracts, land use and zoning, existing circulation, and environmental conditions.

2.1 Existing Land Uses and Improvements

The Euclid Mixed Use Specific Plan and surrounding areas area are transitioning from agricultural use such as private dairy farms in response to regional market influences attracting urban development. Existing rural roadways and infrastructure is planned to be replaced with ultimate improvements to accommodate future development plans consistent with The Ontario Plan.

2.1.1 On-Site Uses

The project site is generally used for agricultural purposes, including the raising of livestock, dairy farming activities and a commercial nursery. The majority of the site exists as fallow or cultivated fields. There is a private recreational vehicle facility in the south western portion of the site and a scrap yard at the southwestern intersection (Euclid Avenue and Edison Avenue).

Numerous single family residential structure, as well as agricultural related buildings and open structures are located within the Specific Plan area. The buildings on-site are representative of older rural residential and farming buildings with the southern portion of the City of Ontario and characterize the original colonization of the region prior to the incorporation of the City of Ontario.

One or more of the ancillary farming buildings reflect an Art Deco architectural style reflective of early agricultural structures in the area and may represent an important City historical resource. The documentation and recordation of any significant historic resources will be addressed per the project Environmental Impact Report (EIR).

Two Southern California Edison (SCE) easements extend across the Euclid Mixed Use Specific Plan area. No structures are located within the SCE easements, however, they have been used for various agricultural uses historically. See the following examples:








2.1.2 Surrounding Uses

Existing uses in the vicinity of the Specific Plan area include similar uses to the uses within the project site. The area to the west, across Euclid Avenue, is within the City of Chino and has been developed with varied commercial and light industrial uses including a service station/convenience store at the northwestern corner of Euclid and Edison Avenue, low intensity commercial office, business park and truck trailer storage uses. Moving northerly, the adjacent development pattern in Chino transitions to a medium density single family neighborhood and a conventional neighborhood shopping center.

The remaining adjacent uses are within the City of Ontario. Ongoing crop farming is located to the north of the site and a vacant property that was a former dairy farm is located to the east of the site. The property to the south is currently residential, farming or trucking related uses. See photos below:





2.2 Existing and Surrounding Development

The Specific Plan area is occupied by rural uses, including a dairy farm and vacant land. Dairy farming and agriculture have been the primary uses of the property since before the 1930s.

Figure 2.1 shows the Specific Plan in context with the surrounding existing uses in the vicinity, which include:

- **North across Schaefer Avenue** - Existing dairy farm.
- **South across Edison Avenue** - Existing Trucking Facility.
- **East across Sultana** - Vacant and Existing Trucking Facility.
- **West across Euclid Avenue (City of Chino)** - Existing Commercial and Residential uses, Truck/trailer storage.

The Ontario Plan 2050 designates the surrounding areas in for Commercial, Residential and Mixed-Use development.

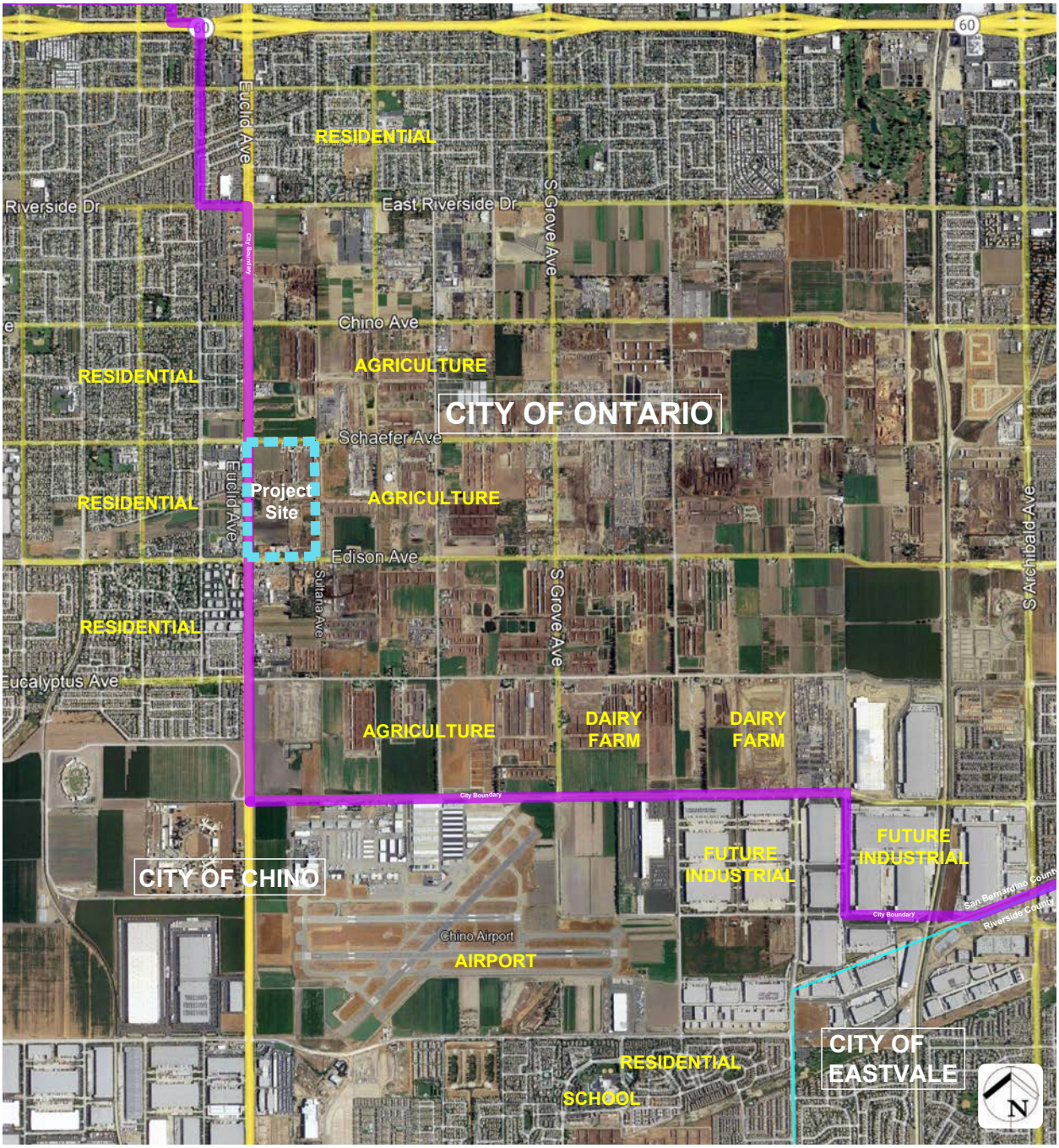


FIGURE 2.1 SURROUNDING LAND USES

2.3 Airport Influence Areas

Ontario International Airport

The Ontario International Airport Land Use Compatibility Plan (ONT ALUCP) was adopted by the Ontario City Council on April 19, 2011. The purpose of a compatibility plan is to avoid conflicts between airport operations and surrounding land uses. The Specific Plan area is not within the safety, noise impact, or airspace protection zones of the ONT ALUCP; however, it is within the Airport Influence Area, as is the entire City of Ontario.

Chino Airport

On August 2, 2022, the City Council of the City of Ontario approved and adopted a Development Code Amendment to establish the Chino Airport ("CNO") Overlay Zoning District ("OZD") and Reference I, Chino Airport Land Use Compatibility Plan ("CNO ALUCP"). The CNO OZD and CNO ALUCP established the Airport Influence Area for Chino Airport, solely within the City of Ontario, and limits future land uses and development within the Airport Influence Area, as they relate to safety, airspace protection, and overflight impacts of current and future airport activity. The CNO ALUCP is consistent with policies and criteria set forth within the Caltrans 2011 California Airport Land Use Planning Handbook. The specific plan is located within the Airport Influence Area of Chino Airport, Overflight Notification Zone and Airspace Protection Zone.

2.4 Williamson Act Contracts

The California Land Conservation Act of 1965, commonly known as the Williamson Act, enables local governments to enter into contracts with private landowners for the purpose of restricting specific parcels of land to agricultural or related open space use. In return, landowners receive property tax assessments that are much lower than normal based upon farming and open space uses as opposed to full market value. The motivation for the Williamson Act is to promote voluntary land conservation, particularly farmland conservation. There are no active Williamson Act contracts located within the Specific Plan area.

PROJECT SITE OVERVIEWS



North West View



North East View



South East View



South West View

SURROUNDING INTERSECTIONS



Schaefer Avenue and Euclid Avenue



Euclid Avenue and Edison Avenue



Edison Avenue and Sultana Avenue



Sultana Avenue and Schaefer Avenue

2.5 Ontario Plan 2050 and Zoning Designations

The Ontario Plan 2050 land use designations and current zoning map designations for the Specific Plan area (prior to adoption of the Euclid Mixed-Use Specific Plan) are shown in ***Figure 2.2***.

The Ontario Plan 2050 land use designations are:

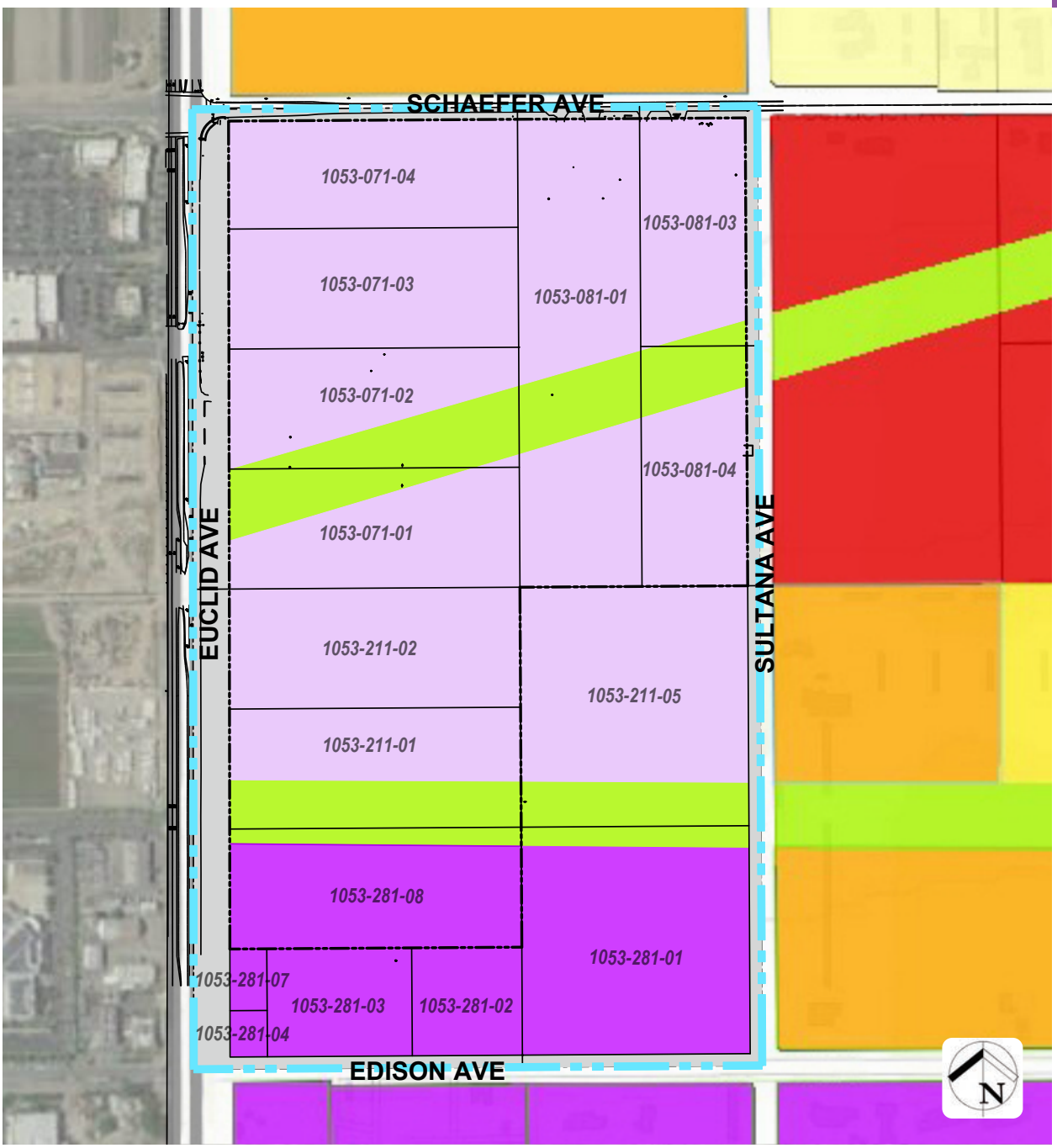
BUSINESS PARK (0.60 FAR) APN:

1053-071-01,
1053-071-02,
1053-071-03,
1053-071-04,
1053-081-01,
1053-081-02,
1053-081-03,
1053-081-04,
1053-211-01,
1053-211-02 and
1053-211-05.

MIXED-USE APN:

1053-281-01,
1053-281-02,
1053-281-03,
1053-281-04,
1053-281-05,
1053-281-07 and
1053-281-08.

The existing zoning designation is SP (Specific Plan) Zoning District. The SP District designation requires approval of a specific plan by the City for urban development of the project site. The Euclid Mixed-Use Specific Plan will be the zoning for the project site, consistent with The Ontario Plan 2050.



SPECIFIC PLAN BOUNDARY

000-00-00 EXISTING ASSESSOR PARCEL NUMBER (APN)

LOW DENSITY RESIDENTIAL (LDR)

LOW MEDIUM DENSITY RESIDENTIAL (LMDR)

MEDIUM DENSITY RESIDENTIAL (MDR)

COMMERCIAL

BUSINESS PARK

MIXED-USE

OPEN SPACE-NON RESIDENTIAL (OS-NR)

FIGURE 2.2 EXISTING LAND USE AND ZONING

2.6 Existing Circulation

The Specific Plan area is located approximately two and one half (2 ½) miles south of State Route 60 via State Route 83 (Euclid Avenue), which is located on the western boundary of the Specific Plan area, as shown in ***Figure 2.3***.

Vehicular circulation in the Specific Plan area is provided by Schaefer Avenue on the north, Edison Avenue on the south, Sultana Avenue on the east and Euclid Avenue on the west.

Existing improvements for Euclid Avenue include interim pavement and an unimproved dirt center median. Euclid Avenue has a fully dedicated right-of-way as specified in The Ontario Plan 2050.

Schaefer Avenue and Edison Avenue are paved in an interim condition, requiring ultimate right-of-way dedication and major street and parkway improvements.

On the eastern boundary of the Specific Plan area, Sultana Avenue is a fully dedicated yet unimproved street that exists only on paper, which will require major street and parkway improvements.

Traffic signals are located along Euclid Avenue at the Edison Avenue and Schaefer Avenue intersections.

Access to the site is currently provided via multiple private driveway entrances located on Euclid Avenue, Edison Avenue and Schaefer Avenue.

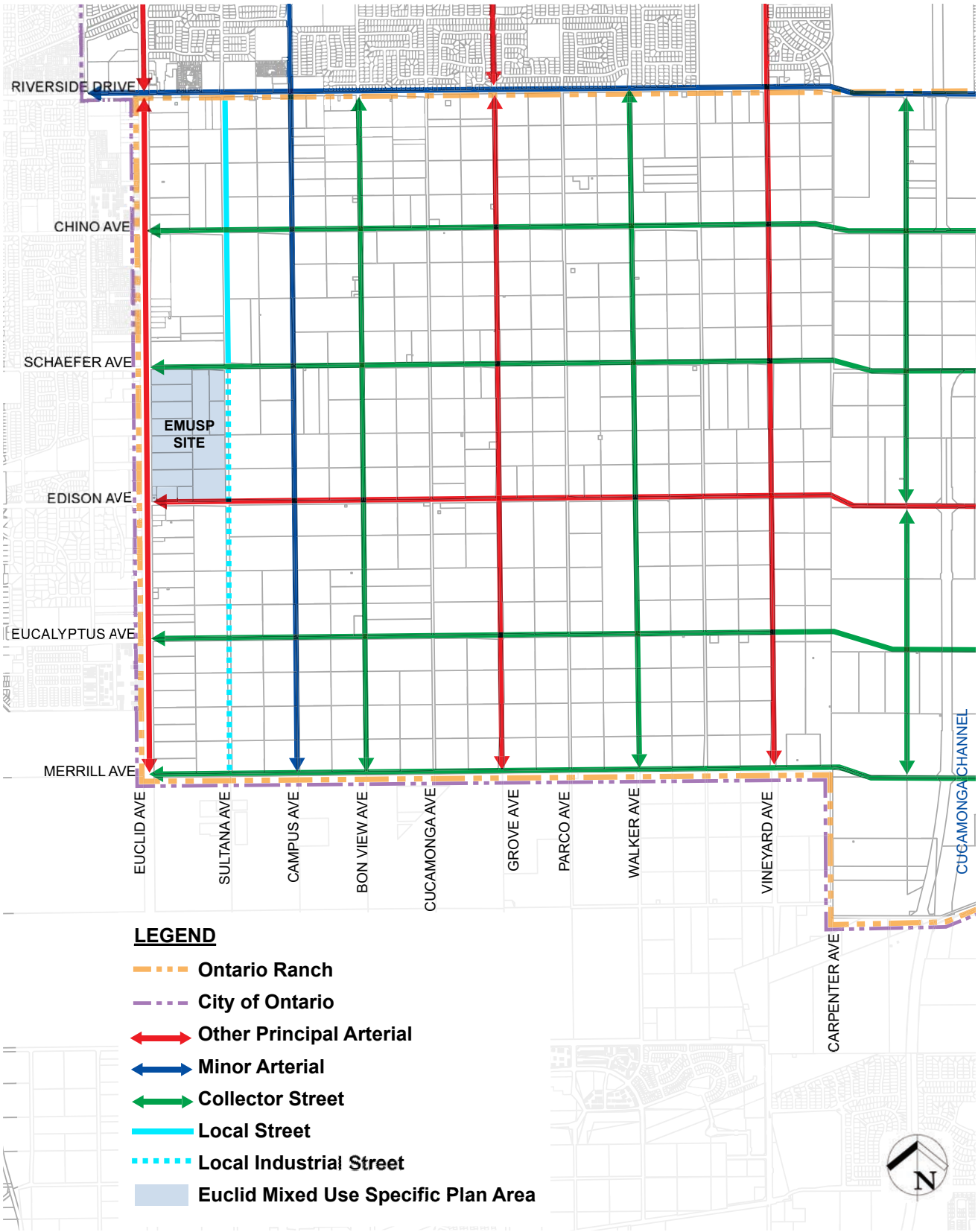


FIGURE 2.3 REGIONAL CIRCULATION

2.7 Existing Environmental Conditions

Topography

The overall project site is moderately flat, sloping from north to south with approximately a 25 ft. change in elevation.

Geology, Soils, and Seismicity

The Phase I environmental site assessment (ESA) included boring to depths of 10 to 30± ft. and trenching to depths of 4 to 12± ft.. Soils encountered through boring and trenching consist of highly organic soils to depths of 1 to 1½± ft.. The near surface soils possess low to medium expansion potentials. Groundwater was not encountered in any of the soil borings conducted as part of the assessment.

The near surface soils are considered corrosive to ferrous metals, including ductile iron pipe. Additionally, the near surface soils encountered at a boring located in the cattle pen area possessed chloride concentrations that can be deleterious to steel in reinforced concrete. A methane gas survey determined on-site levels are below the threshold.

A geotechnical feasibility study on the Specific Plan site indicated that the proposed development is considered feasible from a geotechnical standpoint. The subject site is located in an area that is subject to strong ground motions due to earthquakes. Research of available maps indicates that the Plan area is not located within an Alquist-Priolo Earthquake Fault Zone. Furthermore, a geotechnical feasibility study did not identify any evidence of faulting during the geotechnical investigation. Therefore, the possibility of significant fault rupture on the site is considered low.

The potential for other geologic hazards such as seismically induced settlement, lateral spreading, tsunamis, inundation, flooding, and subsidence affecting the site is considered low. Research of the San Bernardino County Land Use Services website indicates that the subject site is not located within a zone of liquefaction susceptibility. Based on the mapping performed by San Bernardino County and the conditions encountered at the boring locations, liquefaction is not considered to be a design concern for development within the Specific Plan area.

Each proposed development within the Specific Plan area will be required to have a project specific geotechnical investigation.

Hydrology

Storm runoff from the project site generally drains from north to south. There are two detention areas onsite, one located in the center of the site and the other at the southwestern portion of the site to the north of the rural residential lots along Euclid Avenue near the NEC of Euclid Avenue and Edison Avenue.
The southerly portion of the Specific Plan area surface drains southerly and surface flows on a southwesterly direction to the NEC of Euclid Avenue and Edison Avenue and is dispersed across the street to the south.

According to Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps, the project site is not located within a flood hazard zone.

Each proposed development within the Specific Plan area will be required to have a project specific hydraulics and hydrology report.

Biological Resources

The Specific Plan area is generally defined as being of low biological resource value due to highly disturbed site conditions and historic dairy/agricultural use, resulting in low biological diversity. There is limited vegetation on the majority of the site; the vegetation that exists includes ornamental and shade trees associated with the rural residential homes and generally consists of scattered native and non-native shrubs and non-native grasses and weeds.

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3. DEVELOPMENT PLAN

This Section provides the framework to guide development of the Euclid Mixed-Use Specific Plan. The Section presents the proposed planning areas, infrastructure plans, and public services to support the project.

3.1 Land Use Plan

The Specific Plan consists of three (3) Land Use Designations divided into five (5) Planning Areas to accommodate the development of a mix of land uses including retail commercial, general commercial/office, business parks, low intensity office/warehouse, technology and incubator space, light manufacturing/distribution uses, high density residential uses and open space areas that are compatible with the site's location and surrounding existing and proposed land uses. The Land Use Plan implements the vision and goals of the Ontario Plan by providing opportunities for employment in a variety of commercial and business industries designed to meet the demand of current and future market conditions. A list of allowable uses by Planning Area is presented in Section 4 (Development Criteria and Standards).

Table 3.1 provides the maximum development intensity (allowable gross building area and maximum residential development for each Planning Area based on the allowable floor area ratio or residential density respectively. Development standards (found in Section 4), such as setback requirements, parking, open space, minimum landscaping, infrastructure, and site design, may reduce the maximum gross square footage or density.

Figure 3.1 (Land Use Plan) identifies the location of the Planning Areas. Each Land Use Designation is described below:

BP (BUSINESS PARK) ZONING DISTRICT:

The Business Park District accommodates business park and related commercial, low intensity office uses, and certain light industrial uses. Development within this district is typically multi-tenant in nature; however, single-tenant buildings are not precluded.

Development within the Business Park District will be set back from Euclid Avenue, separated by a 50 ft. landscaped Neighborhood Edge with an 8 ft. wide multi-purpose trail. Smaller scale buildings will face Euclid Avenue and will be designed to create an attractive frontage that reflects a commercial/office character within the allowable building heights. Parking and vehicle storage areas will be sited behind buildings or will be heavily screened from perimeter street views.

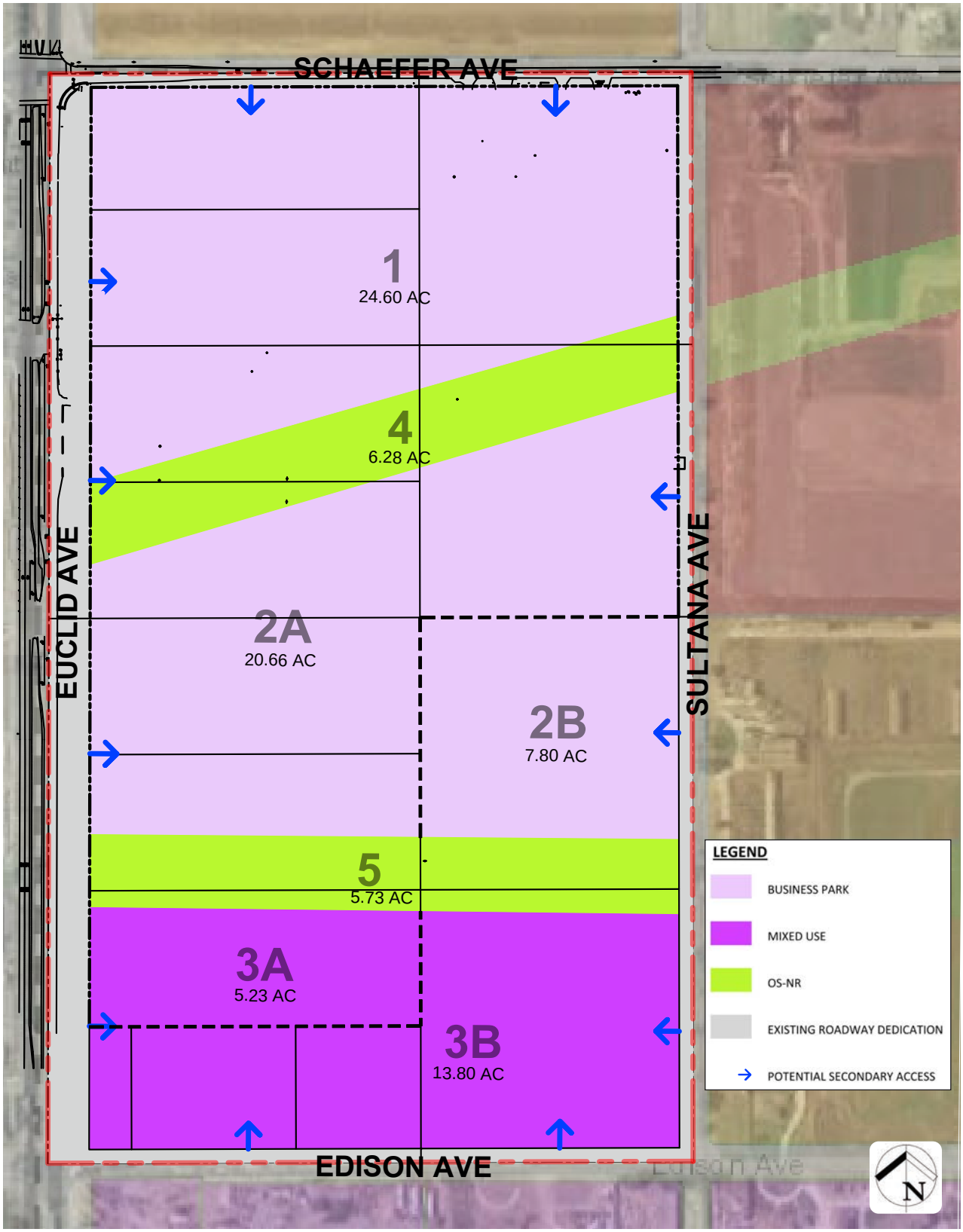


FIGURE 3.1 LAND USE PLAN

EUCLID MIXED USE SPECIFIC PLAN

LAND USE DEVELOPMENT TABLE

	PA	TOP USE	ACRES	ALLOWABLE DENSITY	ALLOWABLE FAR	MAXIMUM UNITS	MAXIMUM SQ. FT.	MIXED USE OPTIONS
	1	Business Park	24.60	N/A	0.6	N/A	642,946	N/A
	2A	Business Park	20.66	N/A	0.6	N/A	539,970	N/A
	2B	Business Park	7.80	N/A	0.6	N/A	203,861	N/A
TOTAL BUSINESS PARK			**53.06**				**1,386,776**	
	3	Mixed Use *	1.90	N/A	1.5	N/A	124,146	**OFFICE**
	3	Mixed Use *	3.81	N/A	1.0	N/A	165,964 **	**RETAIL**
	3	Mixed Use *	13.32	35	N/A	N/A	N/A	**RESIDENTIAL**
TOTAL MIXED USE*			**19.03**			**466**	**290,110**	
	4	OS-NR	6.28	N/A	N/A	N/A	N/A	N/A
	5	OS-NR	5.73	N/A	N/A	N/A	N/A	N/A
TOTAL OPEN SPACE			**12.01**					
TOTAL			**84.1**			**466**	**1,676,886**	

* PA 3 Totals allow a combination of Office, Retail and High Density Residential Development.
For Traffic Calculations, Mixed Uses are assumed to be 10% Office, 20% Retail and 70% Residential.
Assume a maximum of 124,146 s.f. OFFICE, 165,964 s.f. RETAIL and 466 D.U.

** SP proposes a minimum of 20,000 s.f. of RETAIL within PA 3.
Maximum density allowed may exceed 35 du/ac on any parcel as long as a maximum of 466 du is not exceeded within the Specific Plan area.

TABLE 3.1 DEVELOPMENT TABLE

MU (MIXED-USE) ZONING DISTRICT:

The MU zoning district accommodates a wide variety of retail commercial, office and high density residential development in conformance with The Ontario Plan 2050. It is anticipated that the Mixed-Use development will be comprised of 10% Office, 20% Retail and 70% Residential.

The southern portion of the site, comprised of approximately 20 acres along the north side of Edison Avenue, is zoned for Mixed Use development. This area is part of a much larger mixed use area identified in The Ontario Plan 2050 as the Great Park Mixed Use Area. Approximately 170 additional contiguous acres is located south of Edison Avenue. This Mixed Use Area is intended to encourage commercial/retail, office, and higher density residential development opportunities to serve the western portion of the Ontario Ranch and to provide a west anchor to the City of Ontario Great Park.

OS-NR (OPEN SPACE/NON-RECREATIONAL) ZONING DISTRICT:

The OS-NR zoning district defines the utility corridors (Southern California Edison) easement areas within the City. This zoning district allows low intensity uses such as vehicle and truck storage, nursery and limited agricultural uses, parking, etc. subject to written approval from Southern California Edison.

This "District" encompasses the utility easement corridors within the Euclid Mixed Use Specific Plan boundary. These areas are designated for non-recreational uses. While no buildings are proposed within this district, it is suitable for uses such as landscape plant nurseries, recreational vehicle and truck/trailer storage and other uses allowed by the City zoning.

3.2 Circulation Plan

The Circulation Plan facilitates movement of vehicles, pedestrians and cyclists around and within the Specific Plan area, consistent with the City of Ontario Roadway Classification System, shown in ***Figure 3.2***.

Figures 3.4 to ***3.7*** present typical street cross sections for Euclid Avenue, Schaefer Avenue, Sultana Avenue, and Edison Avenue. Conceptual streetscape design is presented in Section 5 (Design Guidelines). Roadway, sidewalk, and trail improvements within the Specific Plan area must be approved by the City's Engineering Department.

3.2.1 Local Circulation

Final site planning and off-site design shall be subject to City approval. In addition to the typical street section described and depicted, additional right-of-way and geometric enhancements such as an additional left turn and right turn lanes, including but not limited to those at intersections, may be required to adequately mitigate impacts identified in the Traffic Impact Analysis/Specific Plan EIR.

Driveways shall conform to access requirements of the Traffic and Transportation Design Guidelines. Driveway locations, specifically those that are in proximity to master planned or future traffic signals, shall be located so as not to interfere with traffic stacking and queues as projected in the The Ontario Plan 2050 SEIR Traffic Impact Analysis. Fair share responsibilities for street improvements will be addressed in a Development Agreement with the City.

3.2.2 Traffic Control Devices

All traffic signs regulating, warning, and/or guiding traffic on public roads will conform to the California Manual on Uniform Traffic Control Devices (MUTCD), latest edition. All traffic control signs, whether on public or private property, shall conform to the California MUTCD.

Additional traffic signals may be required based on locations of future access points and as identified in the Traffic Impact Analysis/Specific Plan EIR.

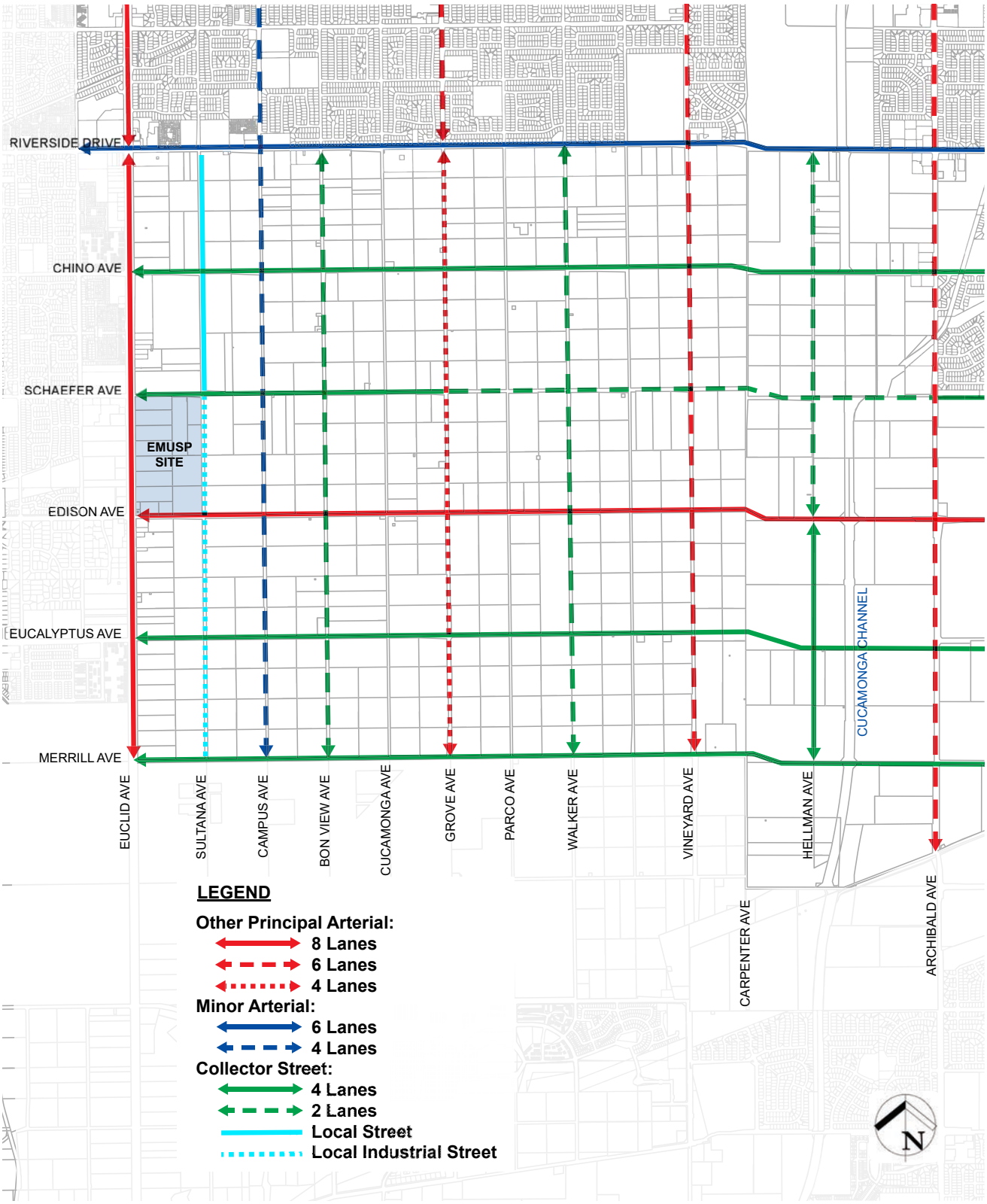


FIGURE 3.2 CITY OF ONTARIO ROAD CLASSIFICATION SYSTEM

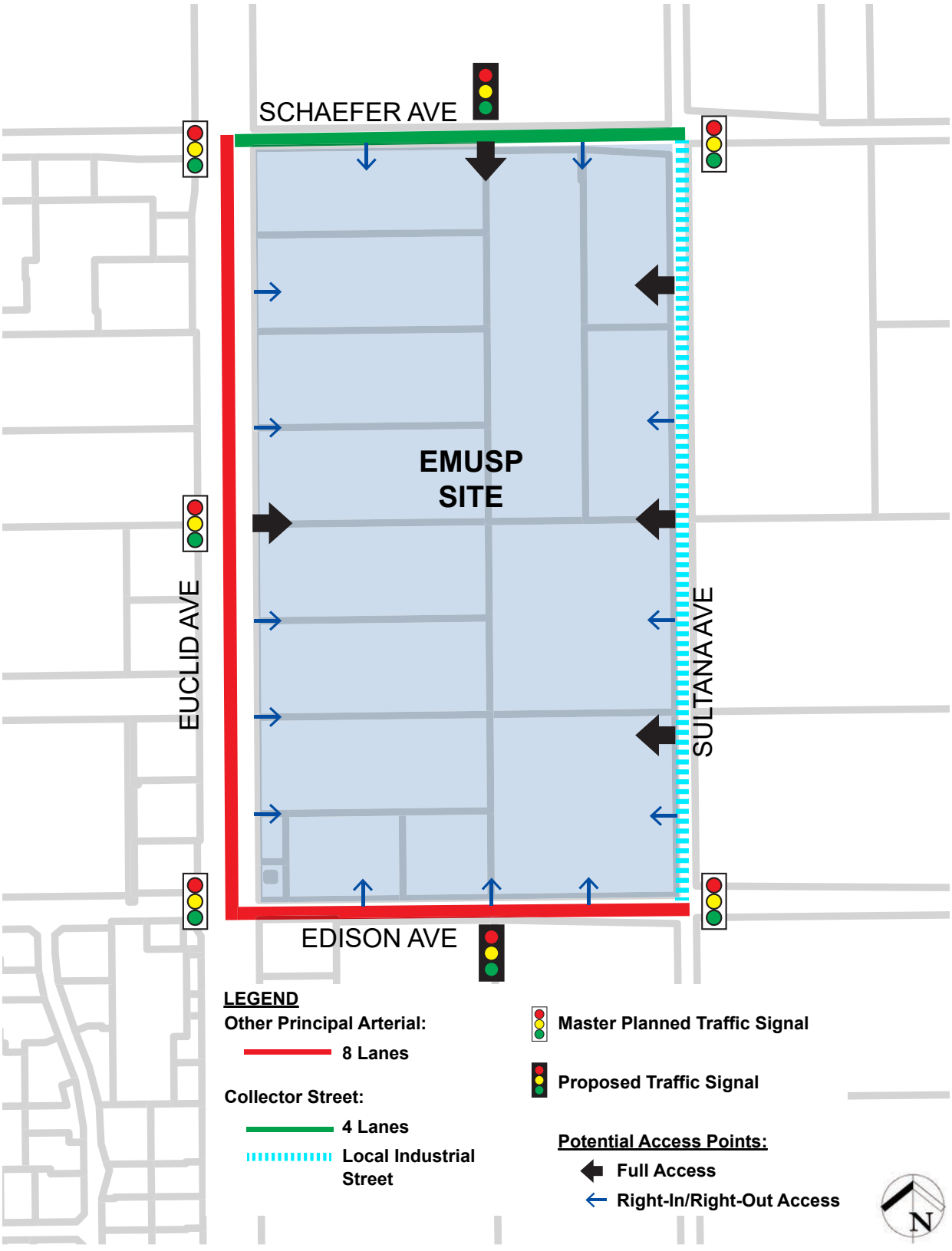
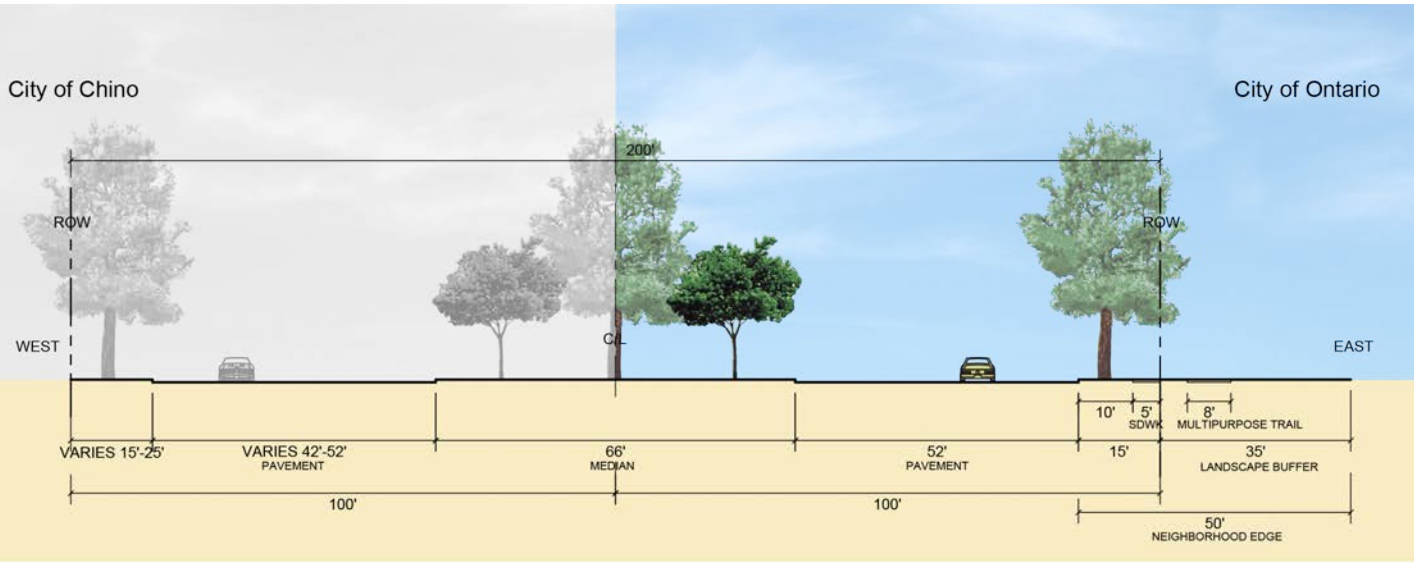


FIGURE 3.3 CIRCULATION PLAN

3.2.3 Euclid Avenue (Route 83)

Euclid Avenue is a State Route under Caltrans' jurisdiction that is designated as an eight lane Other Principal Arterial in The Ontario Plan 2050. The centerline of this street forms the boundary between the City of Ontario to the east and the City of Chino to the west. Euclid Avenue is designed with a 200 ft. wide right-of- way, a 66 ft. wide center median, and 52 ft. of pavement including curbs and gutter. The existing half-width street right-of-way is 100 ft.; therefore, no dedication is required.

The Euclid Avenue streetscape design illustrated in Section 5, Design Guidelines, for the east side of the street adjacent to the project site specifies a 15 ft. wide parkway including a 5 ft. wide sidewalk and an 8 ft. wide on-site multipurpose trail within a 35 ft. wide landscape buffer, creating a 50 ft. wide neighborhood edge as specified in the Ontario Ranch Colony Streetscape Master Plan.



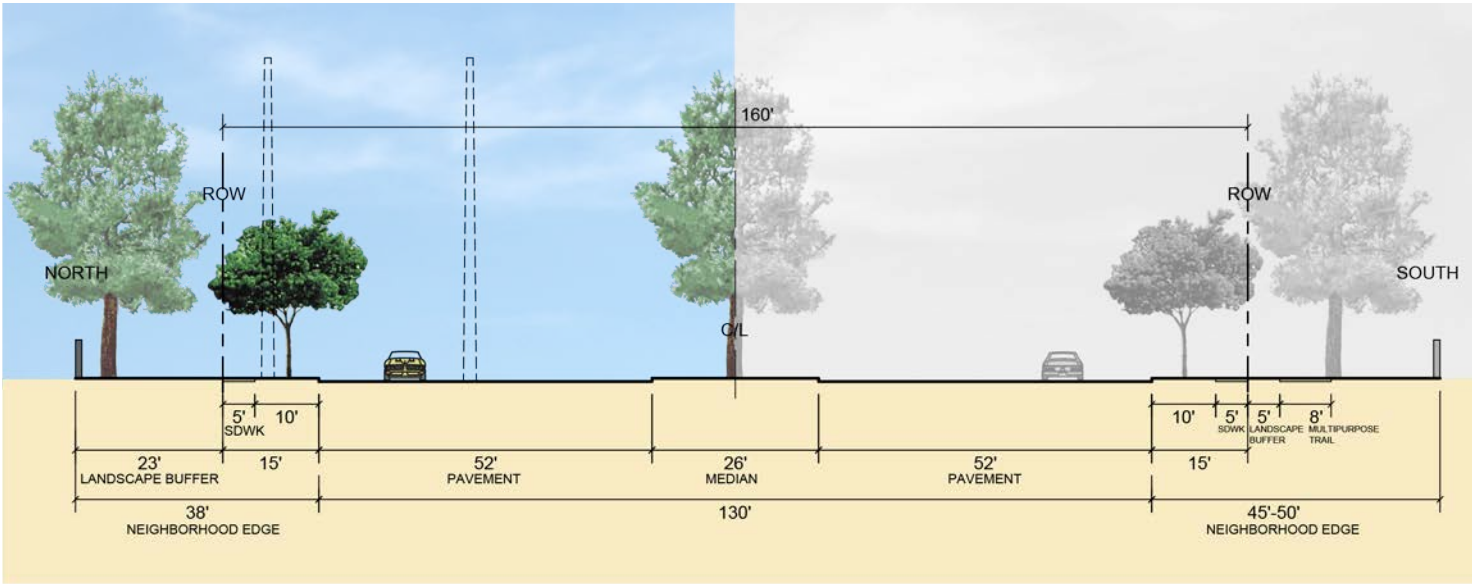
EUCLID AVENUE

FIGURE 3.4 EUCLID AVENUE STREET SECTION

3.2.4 Edison Avenue

Edison Avenue is located along the southern boundary of the Specific Plan area, providing east/west access to the site. Edison Avenue is designated as a Other Principal Arterial Street in The Ontario Plan 2050. The Specific Plan specifies an 160 ft. wide right-of-way with a 26 ft. landscaped median and a 52 ft. paved section on each side.

The Edison Avenue streetscape design presented in Section 5, Design Guidelines, for the north side of the street adjacent to the project site specifies a 15 ft. wide parkway including a 10 ft. wide curb-adjacent landscaped area and a 5 ft. wide sidewalk. The south side also provides an 8 ft. wide on-site multipurpose trail within a 23 ft. wide landscape buffer setback. Together, the parkway and landscape buffer setback create a 38 ft. wide neighborhood edge, per in the City's Master Plan of Streets.



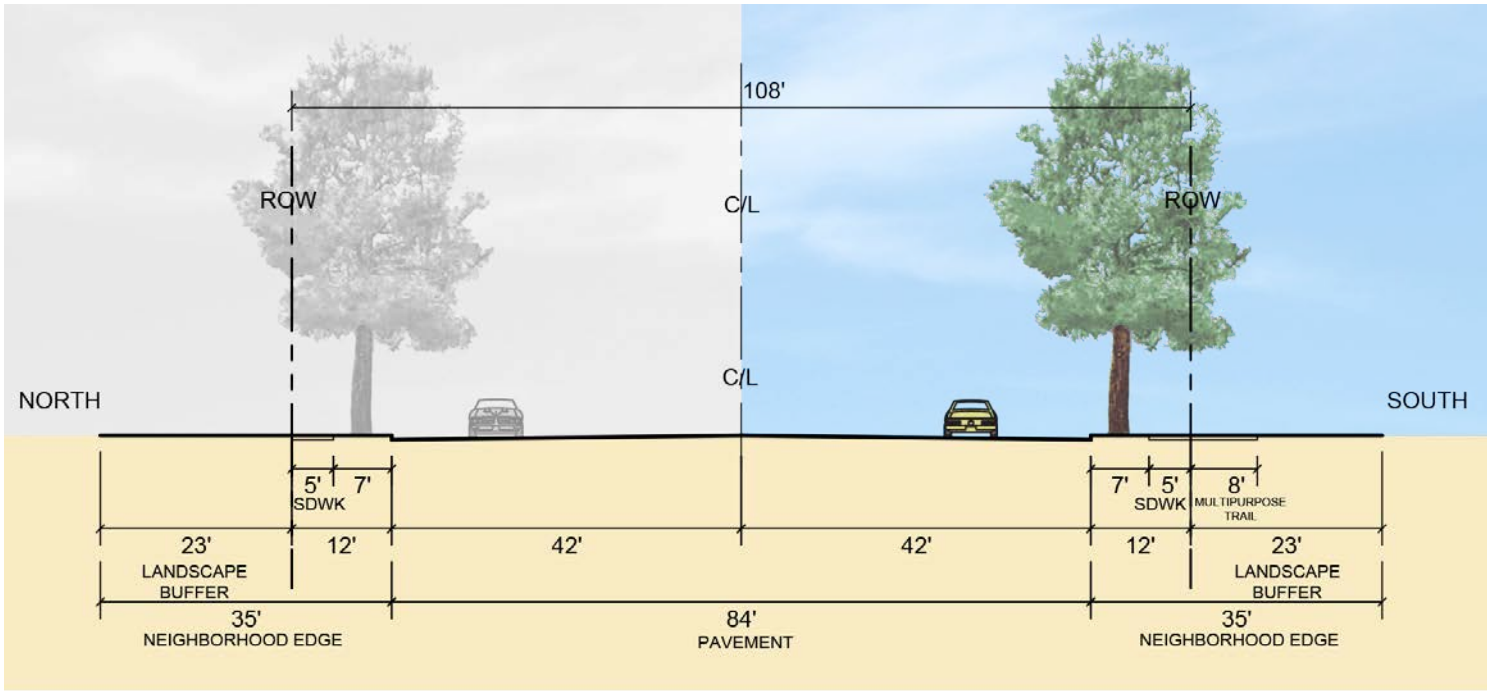
EDISON AVENUE

FIGURE 3.5 EDISON AVENUE STREET SECTION

3.2.5 Schaefer Avenue

Schaefer Avenue is designated as a four lane Collector Street per the City's Master Plan of Streets and provides east-west access to the project's northern boundary. The Specific Plan specifies an 108 ft. wide right-of-way and 84 ft. of pavement including curb and gutter for Schaefer Avenue.

The Schaefer Avenue streetscape design presented in Section 5, Design Guidelines, for the south side of the street adjacent to the project site includes a Class II on-street bike lane at the edge of the street, a 7 ft. wide curb-adjacent landscaped area, and a 5 ft. wide sidewalk. Together, these improvements establish a 35 ft. wide neighborhood edge, per in the City's Master Plan of Streets.

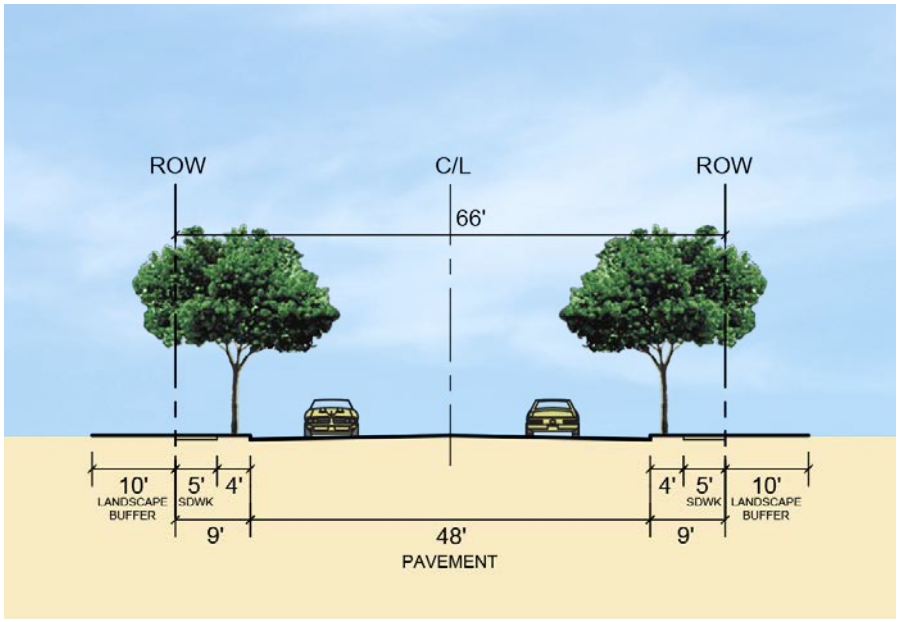


SCHAEFER AVENUE

FIGURE 3.6 SCHAEFER AVENUE STREET SECTION

3.2.6 Sultana Avenue

Sultana Avenue is designated as a local industrial street with a 66 ft. wide right-of-way and 48 ft. of pavement including curb and gutter. The Sultana Avenue streetscape presented in Section 5, Design Guidelines, specifies a 9 ft. wide parkway including a 4 ft. landscape and a 5 ft. wide sidewalk. The west side of the street adjacent to the project site provides a 10 ft. wide landscape buffer setback. Sultana Avenue is not yet developed adjacent to the Specific Plan area. However, the right-of-way exists, and no dedication is required.



SULTANA AVENUE

FIGURE 3.7 SULTANA AVENUE STREET SECTION

3.2.7 Pedestrian Circulation

To improve safety and the pedestrian experience, connect the various parts of the Specific Plan area, and expand access to nearby land uses, sidewalks will be provided along all streets abutting the Specific Plan area.

3.2.8 Trails and Bicyle Paths

The Ontario Plan Mobility Element specifies a Class II bicycle lane on the north side of Schaefer Avenue adjacent to the Specific Plan area. Class II bicycle lanes are defined as dedicated (striped) lanes along streets, with no parking allowed in the bicycle lane. This bicycle lane provides linkages to the City's bicycle path system (***Figure 3.8***).

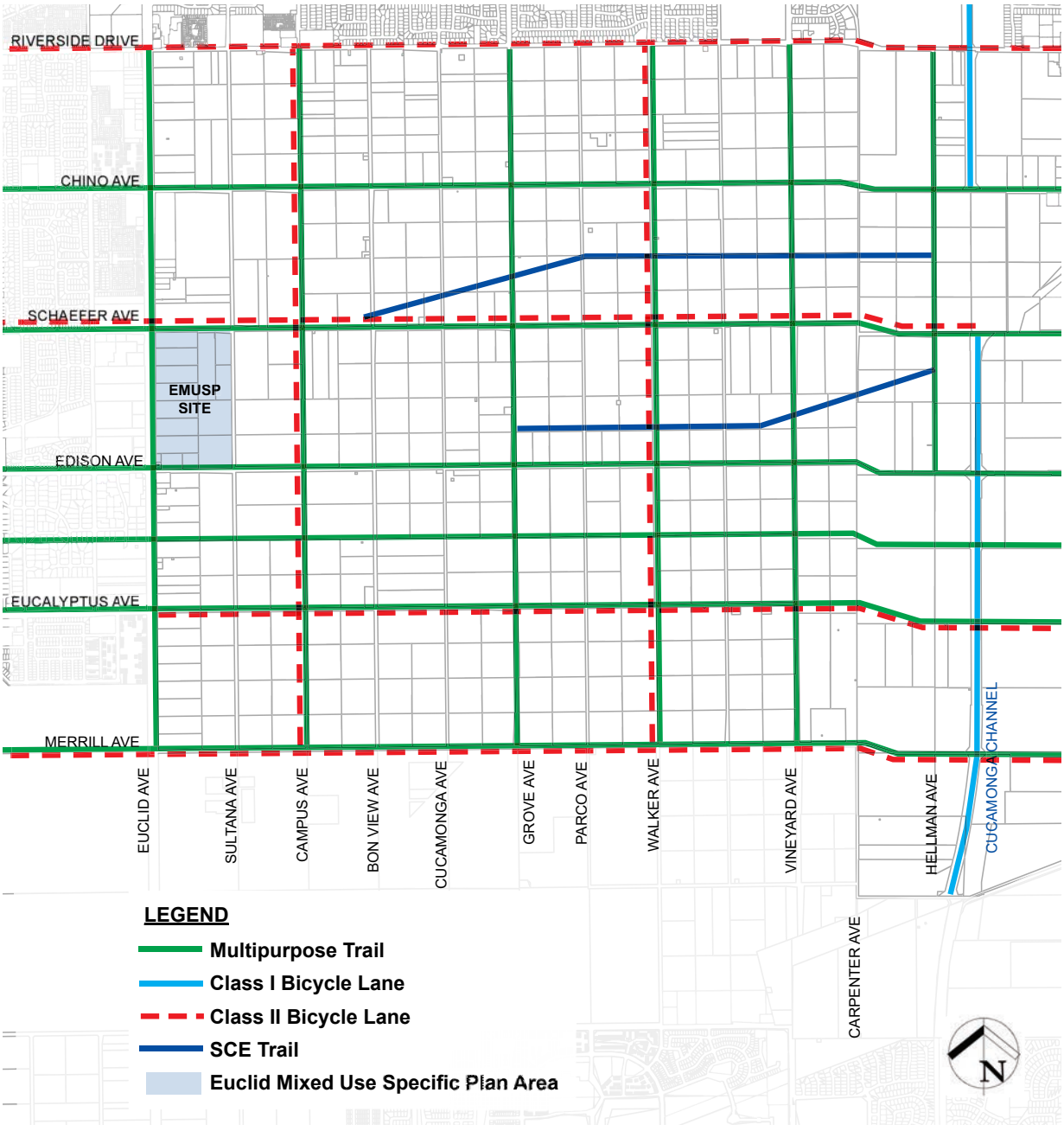


FIGURE 3.8 CITY OF ONTARIO TRAIL AND BICYCLE PATHS PLAN

Trails and bicycle paths will provide an additional mode of circulation in and around the Specific Plan area. Multipurpose trails will be provided on the east side of Euclid Avenue, on the south side of Schaefer Avenue and on the south side of Edison Avenue (***Figure 3.9***).

The trail and bicycle path improvements will be installed along the project frontages in conjunction with street improvements.

3.2.9 Transit

Transit options provide an alternative mode of transportation for motorists and a primary mode for the transit dependent. The City is coordinating with regional transit agencies to implement Bus Rapid Transit (BRT) service to target destinations and along corridors, including Euclid Avenue on the western boundary of the Specific Plan area.

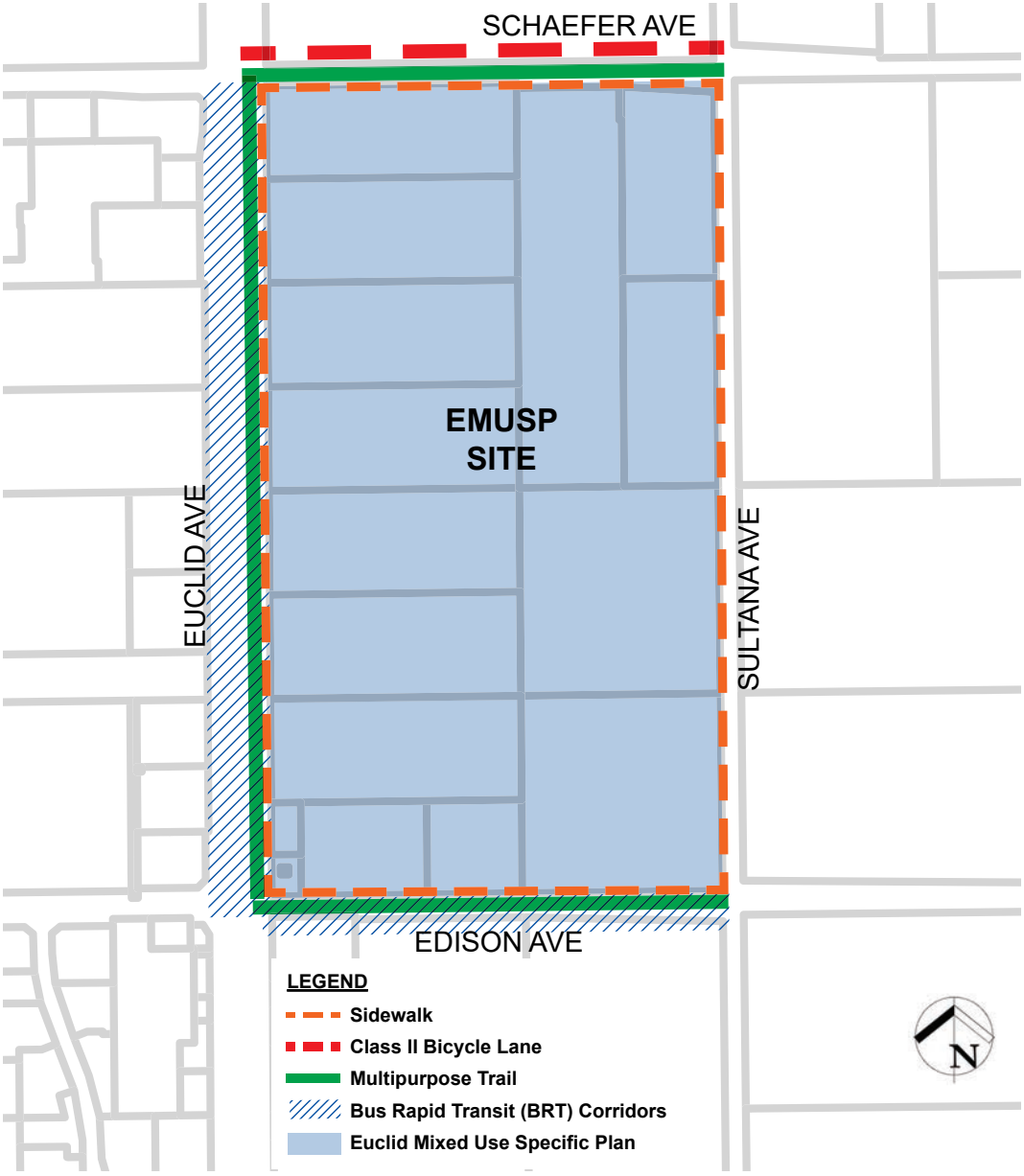


FIGURE 3.9 BICYCLE AND PEDESTRIAN PLAN

3.3 Potable Water Plan

The City's ultimate domestic water system will consist of five pressure zones. Most of Ontario Ranch (including the Specific Plan area) is in the 925 Pressure Zone. The overall water infrastructure plan to serve the City of Ontario as well as the required water infrastructure required to be constructed to serve the Euclid Mixed-Use Specific Plan area is shown on ***Figure 3.10***. The developer of the Euclid Mixed-Use Specific Plan will be responsible to provide the required water lines to connect to the existing improvements constructed by the Ontario Ranch Business Park development to the south of the site.

925 Pressure Zone (PZ) Phase 2 Potable Water System facilities will need to be constructed, by others, to serve the Project. These facilities include installing a 42-inch potable water main in Grove Avenue connecting from the 30-inch to the 42-inch potable water main in Grove Avenue at Chino Ave; installing a 42-inch potable main in Chino Avenue connecting from the 42-inch potable water main in Campus Avenue and extending to Francis Street; and, installing a 42-inch potable water main in Bon View Avenue connecting from the 42-inch potable water main in Francis Street and extending to the Bon View Avenue Reservoir site and to the Reservoir; and, installing a 9 million gallon reservoir on the Bon View Reservoir site; and, installing two 2,500 gpm wells with any treatment necessary to meet water quality standards and the 16-inch to 42-inch well collection mains from the wells to the reservoirs. The EUCLID MIXED-USE Project will be required to participate in the future Phase 2 Water System Improvements as detailed in the development agreement with the City.

In addition to extending the 925 Pressure Zone (PZ) Phase 2 West Backbone, described above, the Specific Plan area requires a connection between the 925 Pressure Zone (PZ) Phase 2 West Backbone and the 1010 Pressure Zone (PZ). This will supply a second source of potable water to the Specific Plan area. The connection to the 1010 Pressure Zone (PZ) will require extending the Phase 2 West Backbone at Eucalyptus Avenue and Grove Avenue by installing a 30-inch potable water main north on Grove Avenue to Chino Avenue. The connection to the 1010 Pressure Zone will require installing an 18-inch potable water main in Chino Avenue easterly to the existing 18-inch potable water main located on the west side of the Cucamonga Creek channel and installing a Pressure Reducing Station between the 1010 PZ and 925 PZ near the intersection of Grove Avenue and Chino Avenue.

Other elements of the Phase 2 Water System are shown on ***Figure 3.10***. The elements shown north of Chino Avenue will be constructed by others. The balance of Phase 2 Water System will be completed as required by future development of Ontario Ranch. The Project will be required to participate in the future Phase 2 Water System improvements, as detailed in the developmentt agreement with the City.

Water service to the Specific Plan area will be provided by the City of Ontario. Currently there are no City domestic water mains or City water infrastructure in the vicinity of the Specific Plan area. The extension of City master planned domestic water infrastructure is being developed within the western portion of Ontario Ranch. The Euclid Mixed-Use Specific Plan is responsible to provide domestic water service to serve future development and will construct a 16-inch line in Euclid Avenue and Schaefer Avenue, and a 12-inch line along the remaining perimeter of the Specific Plan in Sultana Avenue and Edison Avenue. The Specific Plan will extend the 16-inch line in Schaefer Avenue to connect to the future line at Grove Avenue and the 16-inch line in Euclid Avenue south to connect to the future line in Eucalyptus Avenue.

Water mains required to serve the project will need to be constructed prior to or concurrent with on-site water improvements. Within the project site, a private network of 2-inch to 4-inch water lines for domestic water service and 10-inch to 12-inch water lines for fire service water will be installed. The on-site water system includes connections to the water main in Edison Avenue, Euclid Avenue, Schaefer Avenue and Sultana Avenue.

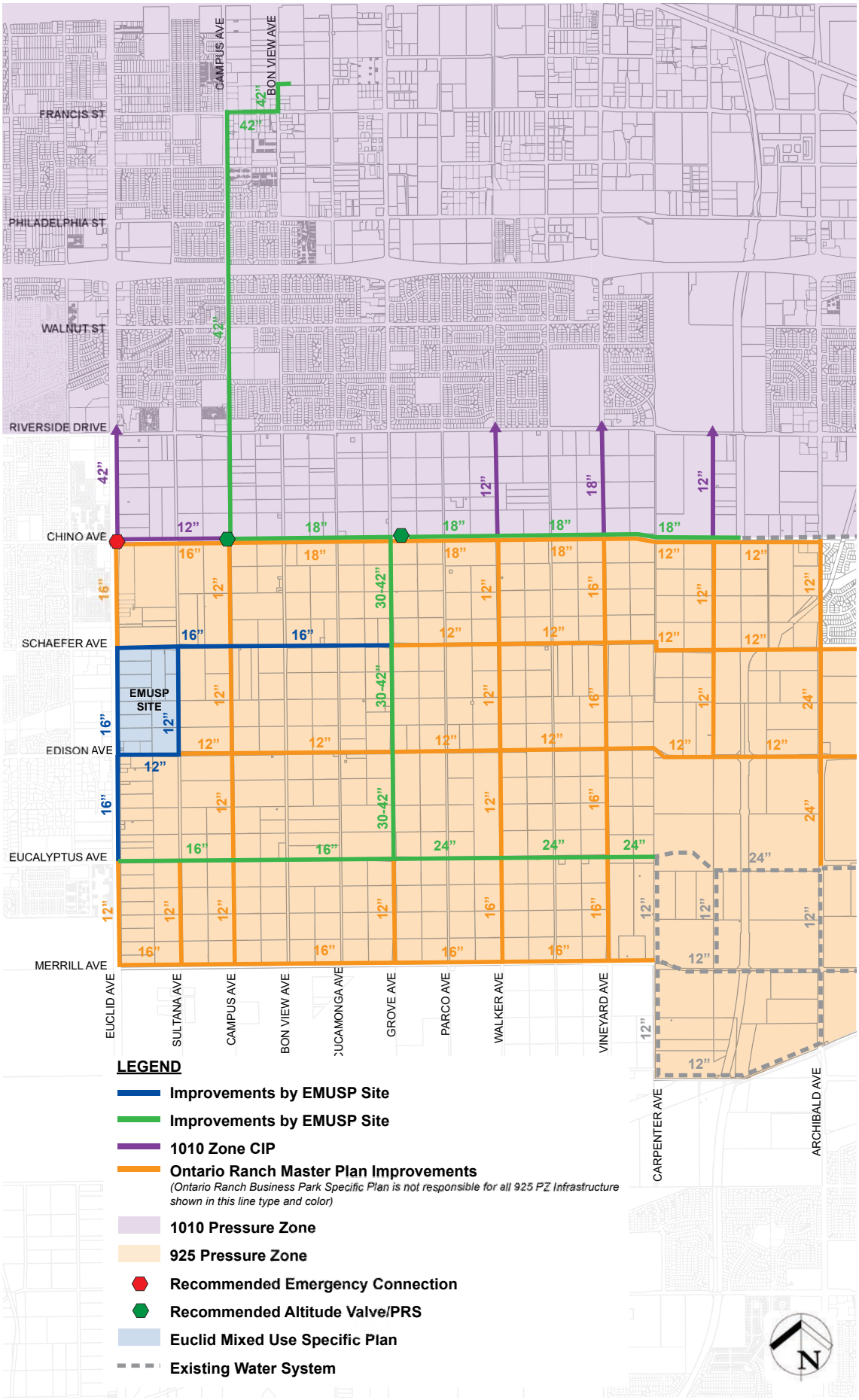


FIGURE 3.10 CITY OF ONTARIO ULTIMATE WATER SYSTEM

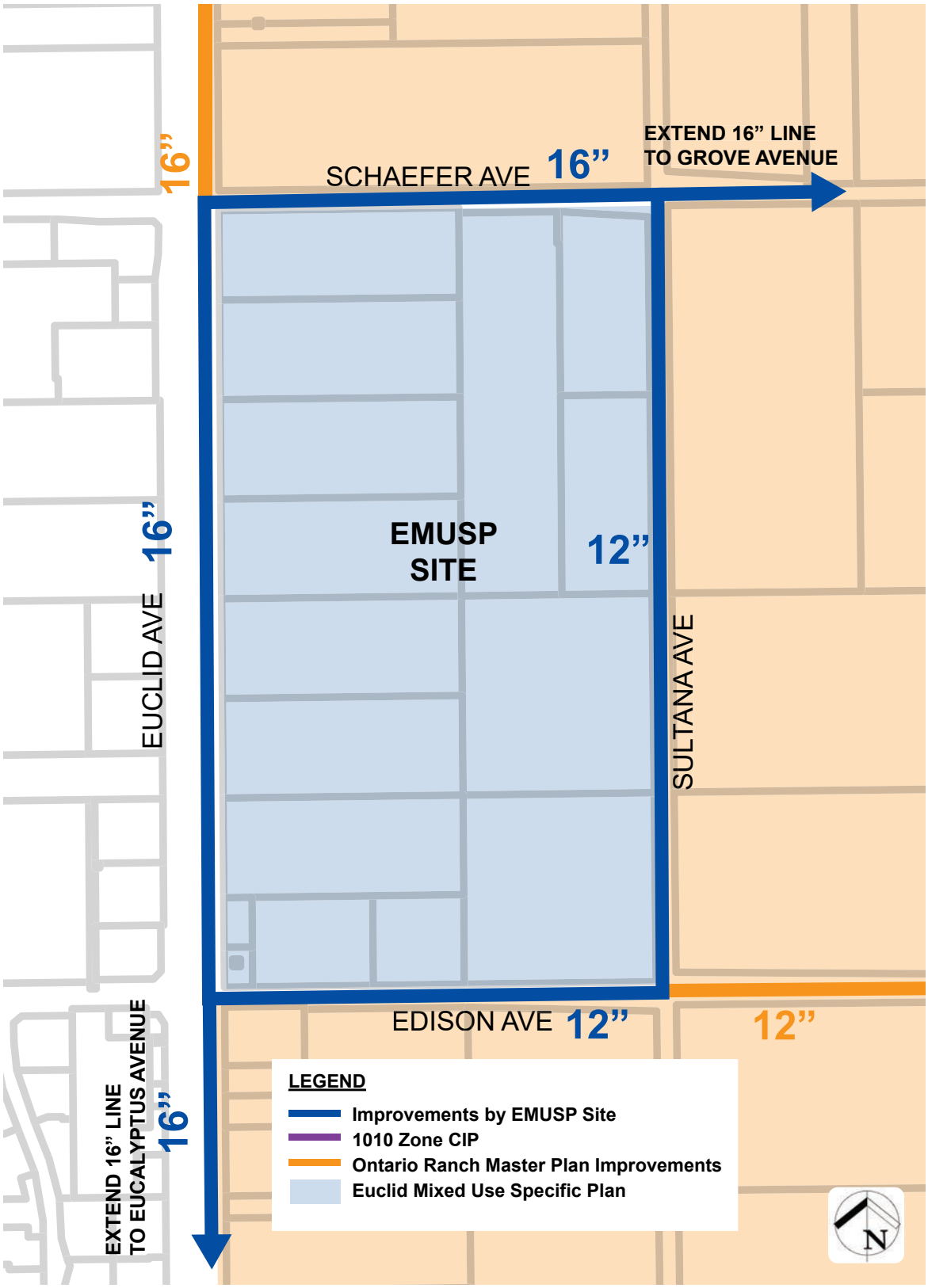


FIGURE 3.11 SPECIFIC PLAN DOMESTIC WATER PLAN

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3.4 Recycled Water Plan

Recycled Water is provided to the City of Ontario by the IEUA from its four wastewater reclamation plants. The entire Specific Plan area is within the City's master planned 930 Pressure Zone. Recycled water infrastructure improvements requiring the planning, design, and construction of new 930 Pressure Zone (PZ) Recycled Water Master Plan main lines area will be required. Refer to ***Figure 3.12***.

The City requires all new development in Ontario Ranch to connect to and use recycled water for all approved uses, including but not limited to landscape irrigation. Currently there are no City owned recycled water mains or City recycled water infrastructure in the vicinity of the Specific Plan area. There is an existing 30 inch Inland Empire Utility Agency (IEUA) recycled water main in Eucalyptus Avenue south of the Specific Plan area. The Euclid Mixed-Use Specific Plan is responsible to provide recycled water service to serve future development and will construct a 12" line in Euclid Avenue and a 8" line in Schaefer Avenue, Sultana Avenue and Edison Avenue. The Specific Plan will extend the 12" line in Euclid Avenue south to connect to the existing line in Eucalyptus Avenue.

An 8" line may be required in Sultana Ave to provide service to parcels that only front on Sultana Ave.

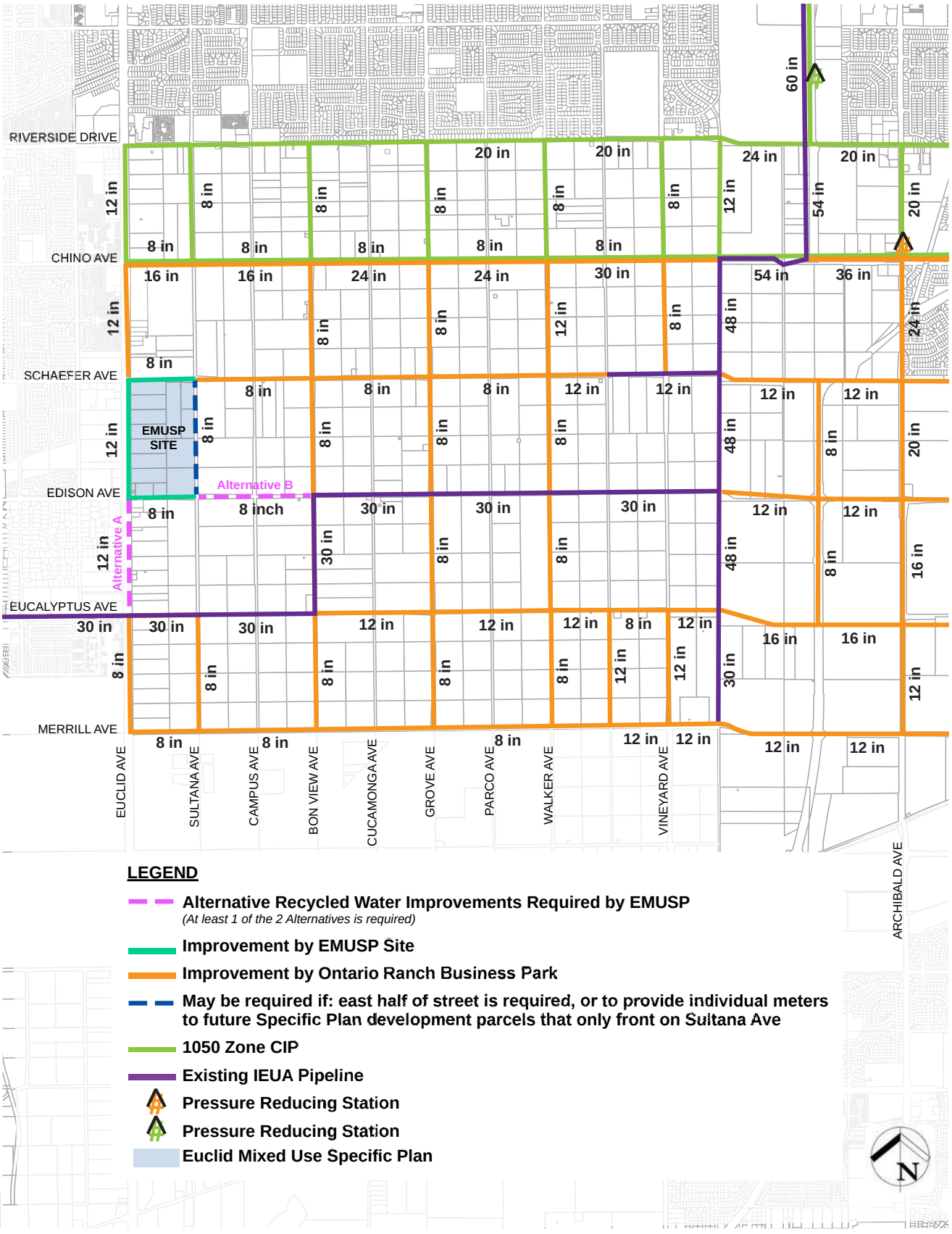


FIGURE 3.12 CITY OF ONTARIO ULTIMATE RECYCLED WATER SYSTEM

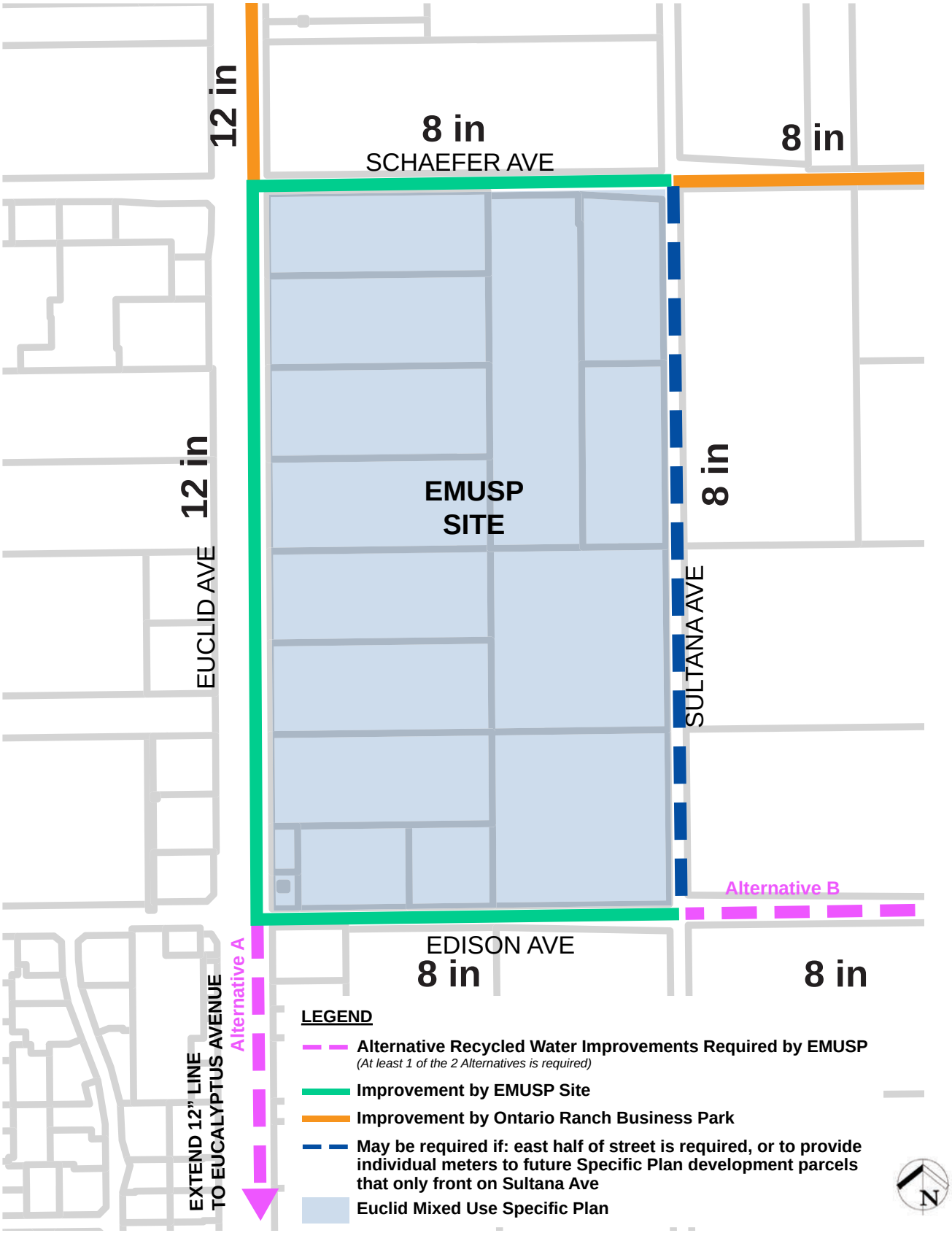


FIGURE 3.13 SPECIFIC PLAN RECYCLED WATER PLAN

3.5 Sewer Plan

Regional wastewater treatment services are provided to the City of Ontario by the Inland Empire Utilities Agency (IEUA). Several regional trunk sewers collect sewage generated in the City and transport it to IEUA's Regional Plant No.1 and Regional Plant No.5 for treatment. Sewer Main Sizes to be determined by final design requirements and criteria.

There are no sewer mains located in Euclid Avenue or the other streets adjacent to the Specific Plan area. The extension of City master planned sewer infrastructure is being developed within the western portion of Ontario Ranch. The City's master planned sewer system has been constructed in Euclid Avenue at Eucalyptus Avenue and along Eucalyptus Avenue between Euclid and Sultana Avenues.

The Euclid Mixed-Use Specific Plan is responsible to provide sewer service to serve future development and will construct a 16" line approximately 2,650 ft. along the entire frontage of the project in Euclid and extend an 18" main line along the Euclid Avenue to the south to connect to the Kimball Interceptor Sewer. The Specific Plan will construct an 8" line along approximately 1,320 ft. of the eastern boundary of the Specific Plan in Sultana Avenue to Edison Avenue and extend an 8" line in Edison Avenue to connect to the 18" main line in Euclid Avenue.

Actual sewer pipe size will be determined during final design by hydraulic calculations through a Sewer Study or Sewer Sub-Area Master Plan (SSAMP). Refer to ***Figure 3.15***.

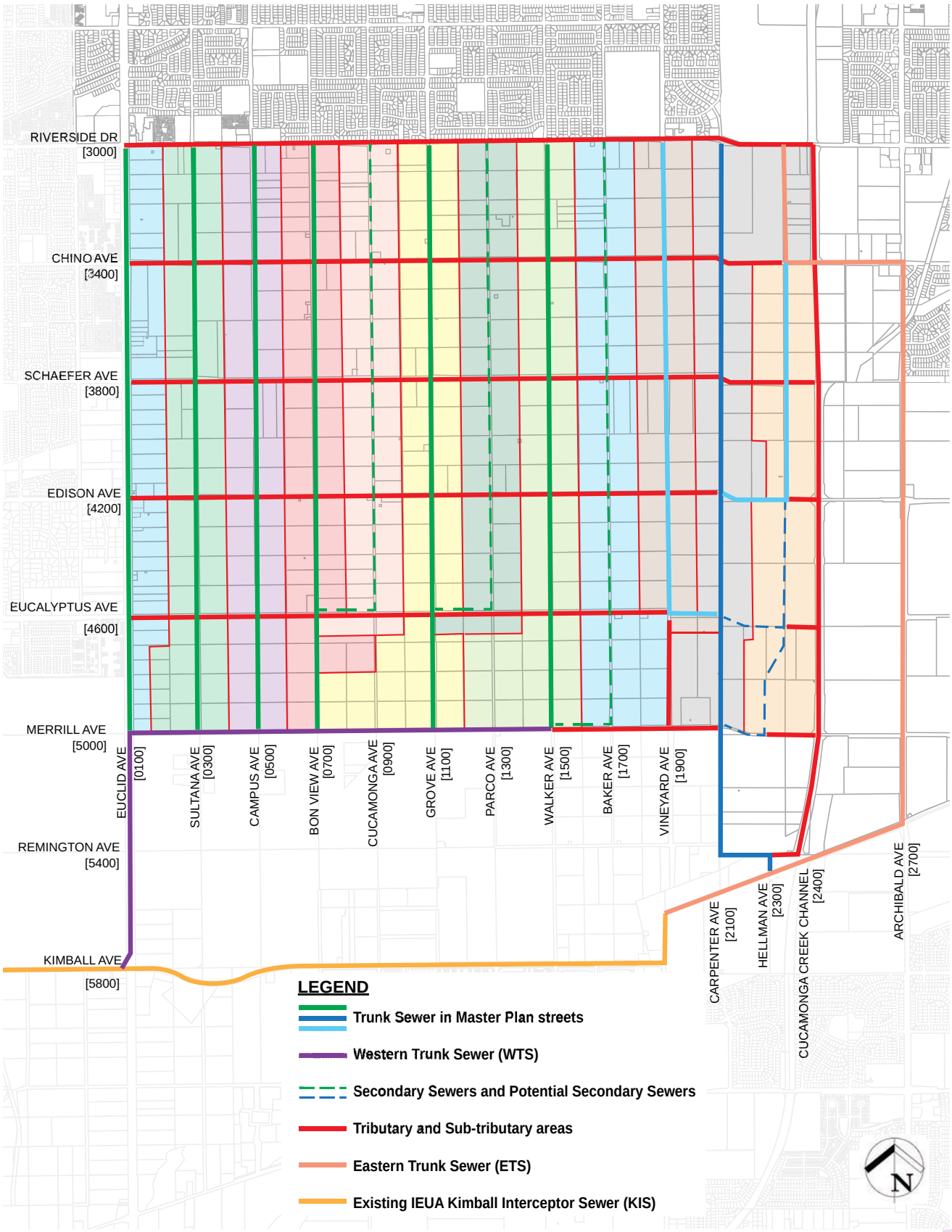


FIGURE 3.14 CITY OF ONTARIO OVERALL SEWER PLAN

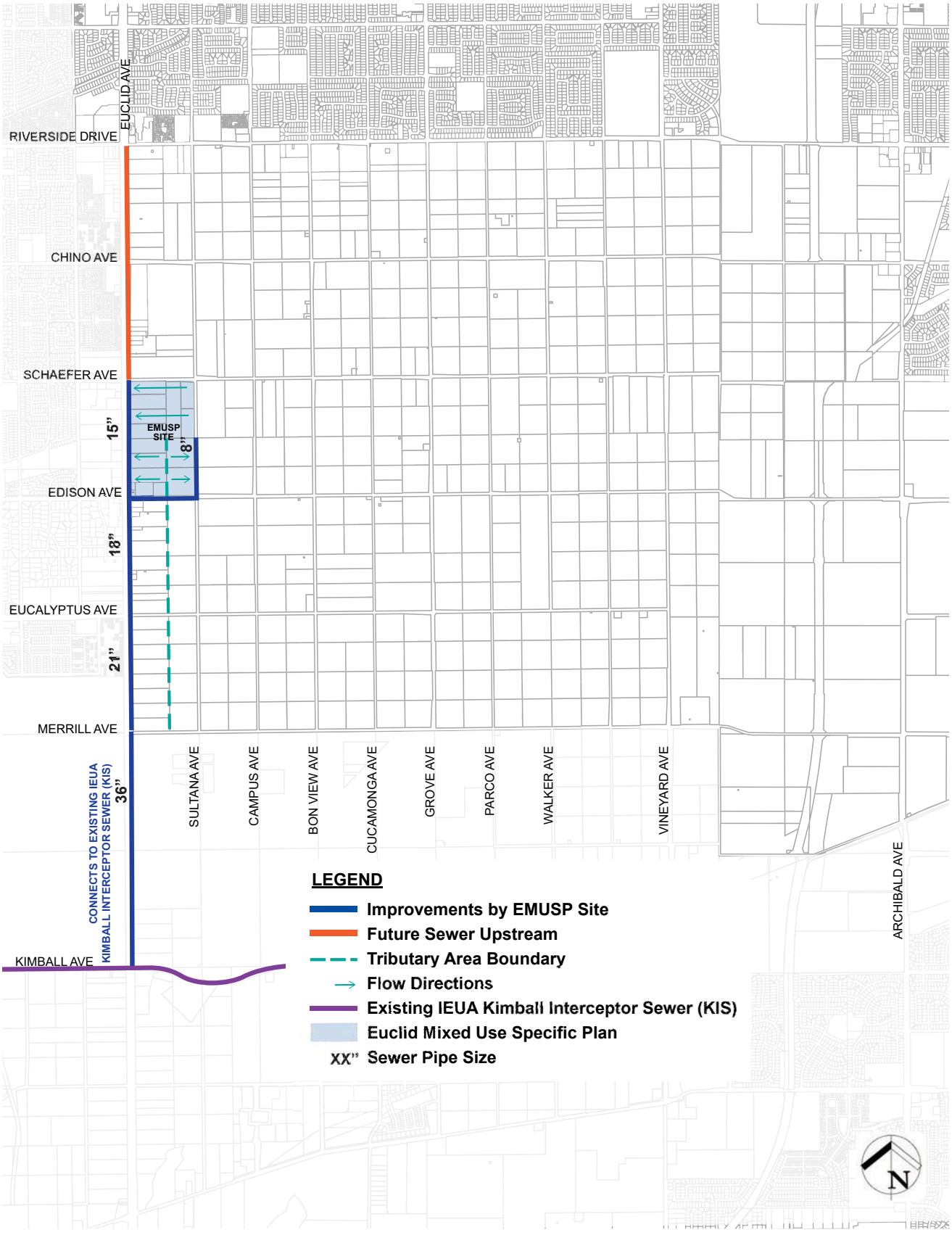


FIGURE 3.15 CITY OF ONTARIO ULTIMATE SEWER SYSTEM

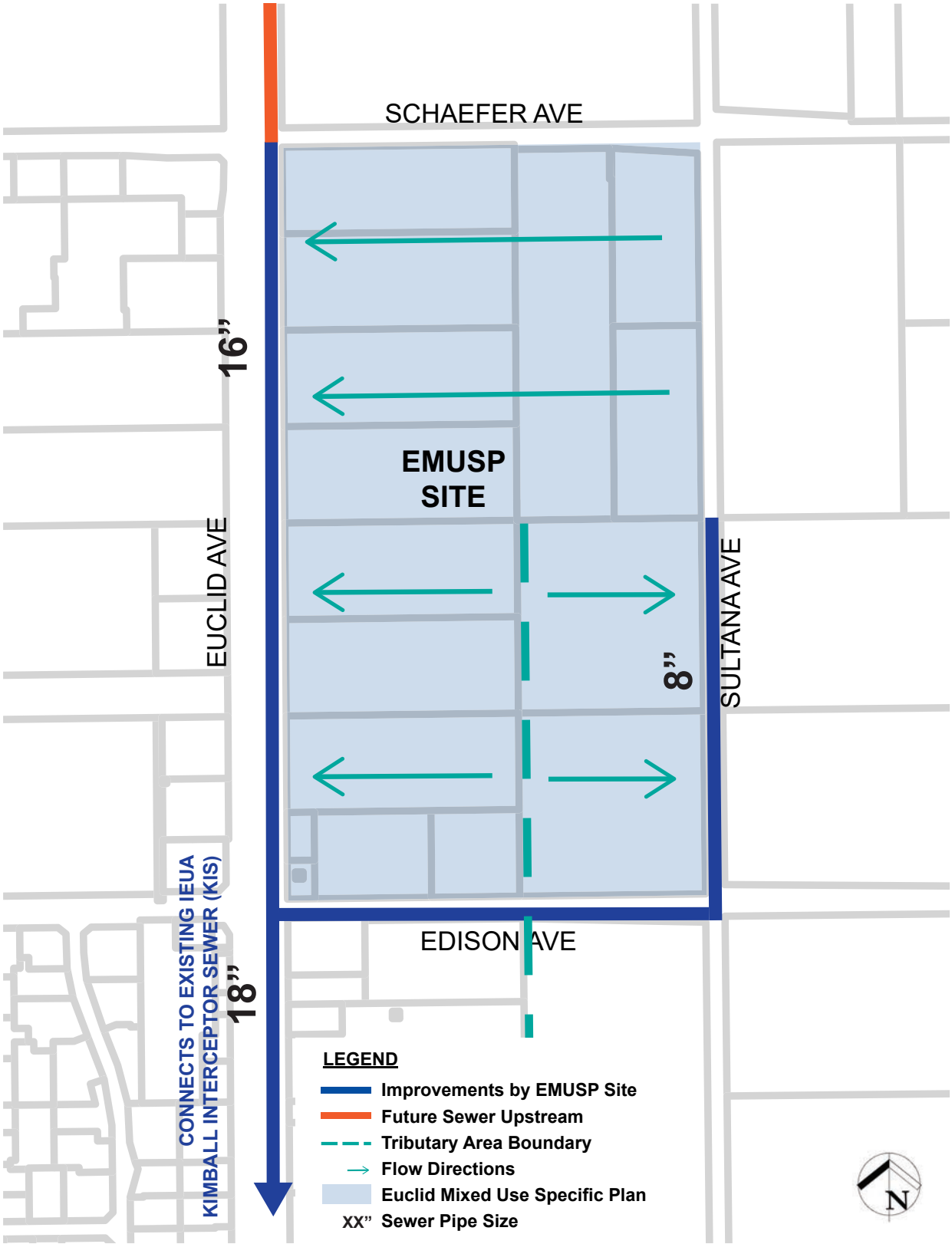


FIGURE 3.16 SPECIFIC PLAN SEWER PLAN

3.6 Conceptual Grading Plan

Site topography is moderately flat, sloping from the north to the south. There is an approximately 25 ft. elevation change across the Specific Plan area.

The grading activities for the Specific Plan area will generally consist of clearing and grubbing, demolition of existing structures, and moving surface soils to construct building pads, driveways and streets.

A Conceptual Grading Plan will be prepared in conjunction with future subdivision mapping and approvals. The grading plan will provide a balance of cut and fill for the Specific Plan area. Grading plans for each development project within the Specific Plan area will be reviewed and approved by the City of Ontario prior to the issuance of grading permits. Grading plans and activities will conform to the City's grading ordinance and dust and erosion control requirements.

All landscaped areas within the Specific Plan area shall be designed to accept runoff water from impervious surfaces. Landscape slopes shall not be greater than 3:1 on all perimeter slopes, including within neighborhood edge areas and slopes over 5 ft. in height.

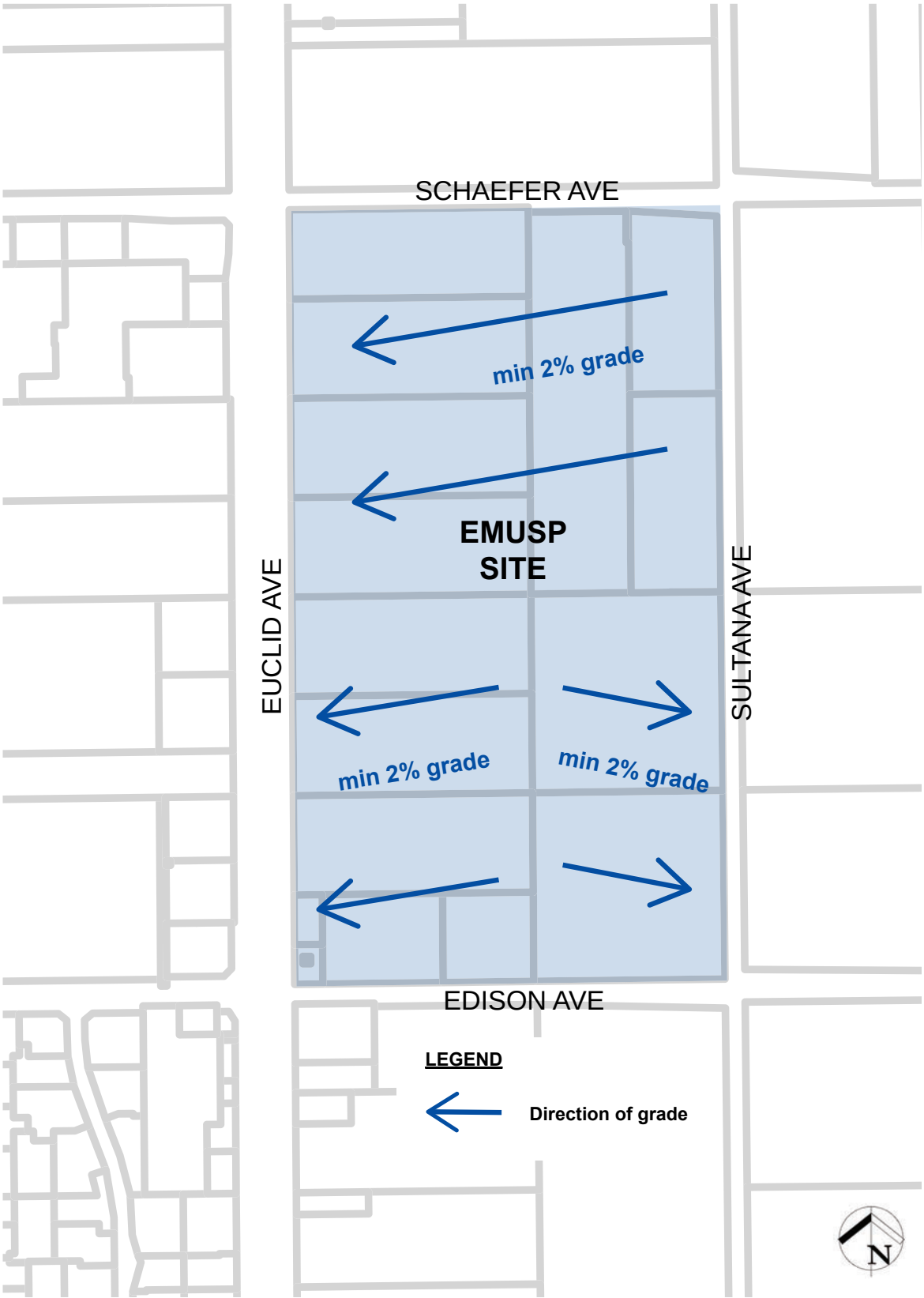


FIGURE 3.17 SPECIFIC PLAN CONCEPTUAL GRADING PLAN

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3.7 Dry Utilities Plan

Utility services provided to the site will be installed underground in accordance with City of Ontario guidelines.

3.7.1 Communication System

Developments in Ontario Ranch are required to install and provide fiber conduit to all improved lots. Proposed on-site facilities will be placed underground within a duct and structure system that will be installed by the developer. Pursuant to the City of Ontario 2013 Fiber Optic Master Plan, the fiber optic network will be owned and operated by the City of Ontario and as such maintenance of the installed system will be the responsibility of the City and/or Special District fiber optic entity and not the developer. According to the City's Fiber Optic Master Plan, the proposed fiber optic infrastructure, including approximately 23 miles of backbone fiber south of Riverside Drive, is an investment into a long term capital asset using newly constructed and existing conduit to provide high speed communication links to key locations throughout the City. The Specific Plan area will be connected to the City's system as shown on ***Figure 3.18***.

3.7.2 Natural Gas

The Gas Company will provide natural gas to the Specific Plan area. Gas mains will be installed to the individual development projects by the Gas Company, as necessary.

3.7.3 Electricity

Southern California Edison will provide electricity to the Specific Plan area from existing facilities in the vicinity. All new lines within the Specific Plan area shall be installed according to City of Ontario requirements.

Undergrounding of existing overhead power lines will be subject to Section 7-7 of the Ontario Municipal Code. Existing power poles along Edison Avenue will need to be relocated. The existing location is within the ultimate roadway.

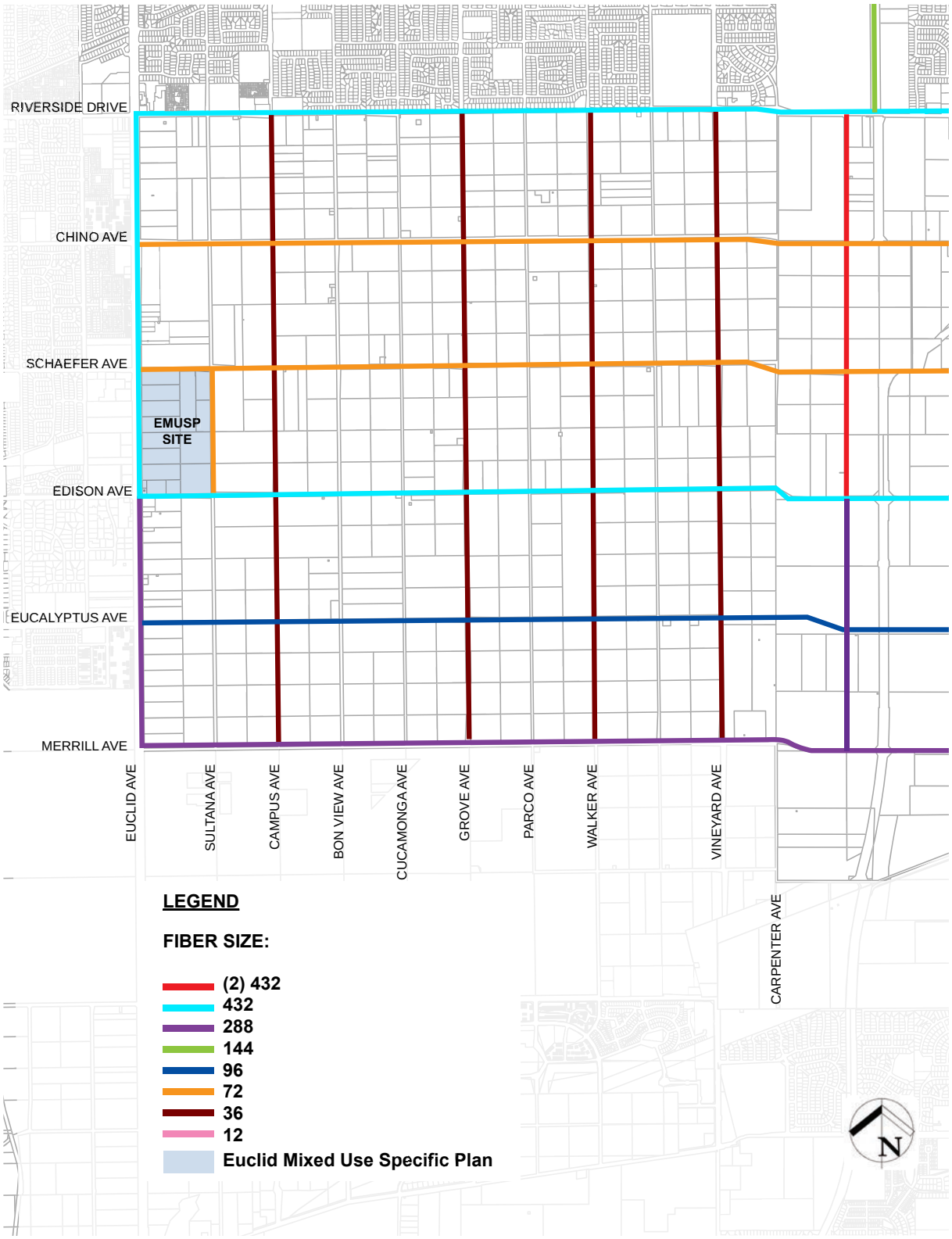


FIGURE 3.18 CITY OF ONTARIO ULTIMATE FIBER OPTICAL SYSTEM

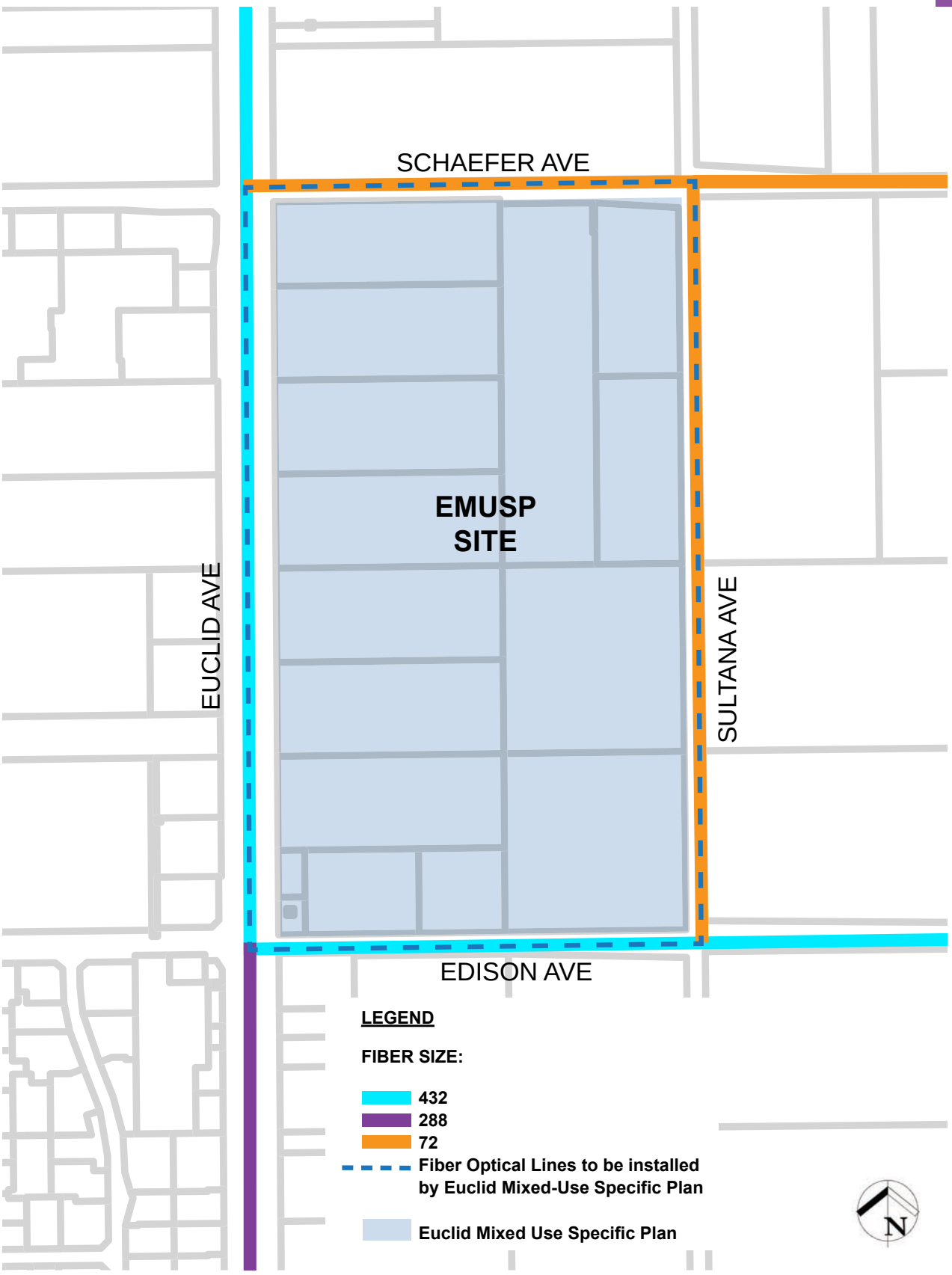


FIGURE 3.19 SPECIFIC PLAN FIBER OPTICAL PLAN

3.8 Storm Drain Plan

Storm Drain systems to serve the Specific Plan area will be installed according to the City of Ontario Storm Drain Master Plan. As of the establishment of the Specific Plan, there are no City domestic storm drain trunk lines in the vicinity of the Specific Plan area. The extension of City master planned storm drain infrastructure is being developed within the western portion of Ontario Ranch. The Euclid Mixed-Use Specific Plan is responsible to provide storm drain to serve future development and will construct a 90" line in Euclid along the western perimeter of the Specific Plan, a 48" to 90" line in Schaefer Avenue along the northern perimeter of the Specific Plan and a 78' to 96" in Edison Avenue along the southern perimeter of the Specific Plan. The Specific Plan will construct a 102" trunk line in Euclid Avenue south to connect to the existing 108" line at Euclid Avenue and Eucalyptus Avenue.

Catch basins located throughout the site will collect runoff. On-site storm drain systems serving the Specific Plan will connect to the master planned system in Euclid Avenue to serve the Specific Plan development. The Specific Plan area storm drain improvements are shown in ***Figure 3.20***.

3.8.1 NPDES Compliance

The grading and drainage of the Specific Plan area will be designed to retain/filter, harvest, and reuse or treat surface runoff to comply with the current requirements of the San Bernardino County NPDES Stormwater Program's Water Quality Management Plan (WQMP) for significant new development projects. Water quality impacts may be minimized through the implementation of site designs that reduce runoff and pollutant transport by minimizing impervious surfaces and maximizing on-site infiltration, employing Source Control Best Management Practices (BMP's), or using on-site structural Treatment Control BMP's where the infeasibility of installing Low Impact Development BMP's is demonstrated.

New development within the Specific Plan area will utilize a variety of Low Impact Development site drainage designs to manage stormwater, including but not limited to retention/filtration basins, trenches and swales, and above ground bio-retention systems. Development projects within the Specific Plan area will incorporate features including but not limited to:

- Landscape designs that promote water retention and incorporation of water conservation elements such as use of native plants and drip irrigation systems;
- Permeable surface designs in areas with low traffic;
- Parking lots that drain to landscaped areas to provide retention and infiltration, or bio-treatment where infiltration is infeasible; and
- Limit soil compaction during grading operations within landscaped storm water infiltration areas to no more than 80 percent compaction.

Prior to the issuance of a grading or construction permit, a Storm Water Pollution Prevention Plan (SWPPP), Erosion & Sediment Control Plan sheets, and a WQMP will be prepared and approved. The SWPPP and Erosion & Sediment Control Plan Sheets will identify and detail all appropriate BMP's to be implemented or installed during construction of the project, and the WQMP will describe all post-construction BMP's designed to address water quality and quantity of runoff for the life of the project.

All Priority Land Use (PLU) areas within the Specific Plan Area shall comply with the statewide Trash Provisions adopted by the State Water Resources Control Board (SWRCB) and trash requirements in the most current San Bernardino County Area-Wide MS4 Permit. Priority Land Use (PLU) includes high- density residential (defined as a land use with at least ten (10) dwelling units per acre), industrial, commercial, mixed urban, and public transportation station. Drainage from the PLU shall be designed with conveyance tributary to a sub-regional Full Trash Capture System such as a Debris Separating Baffle Box (DSBB), Continuous Deflective System (CDS), or an equivalent hydrodynamic separator which has been approved by the SWRCB.

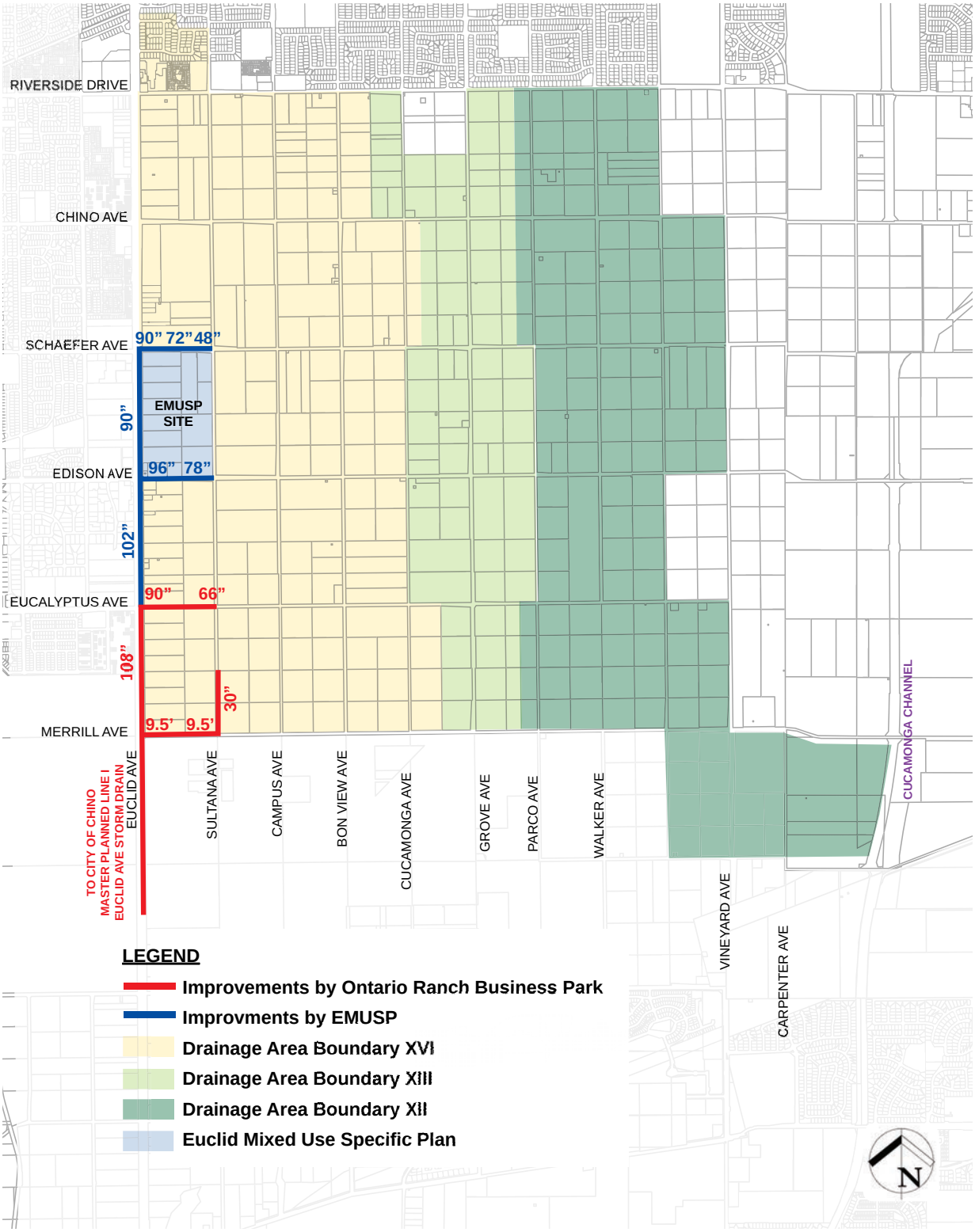


FIGURE 3.20 CITY OF ONTARIO ULTIMATE STORM DRAIN SYSTEM

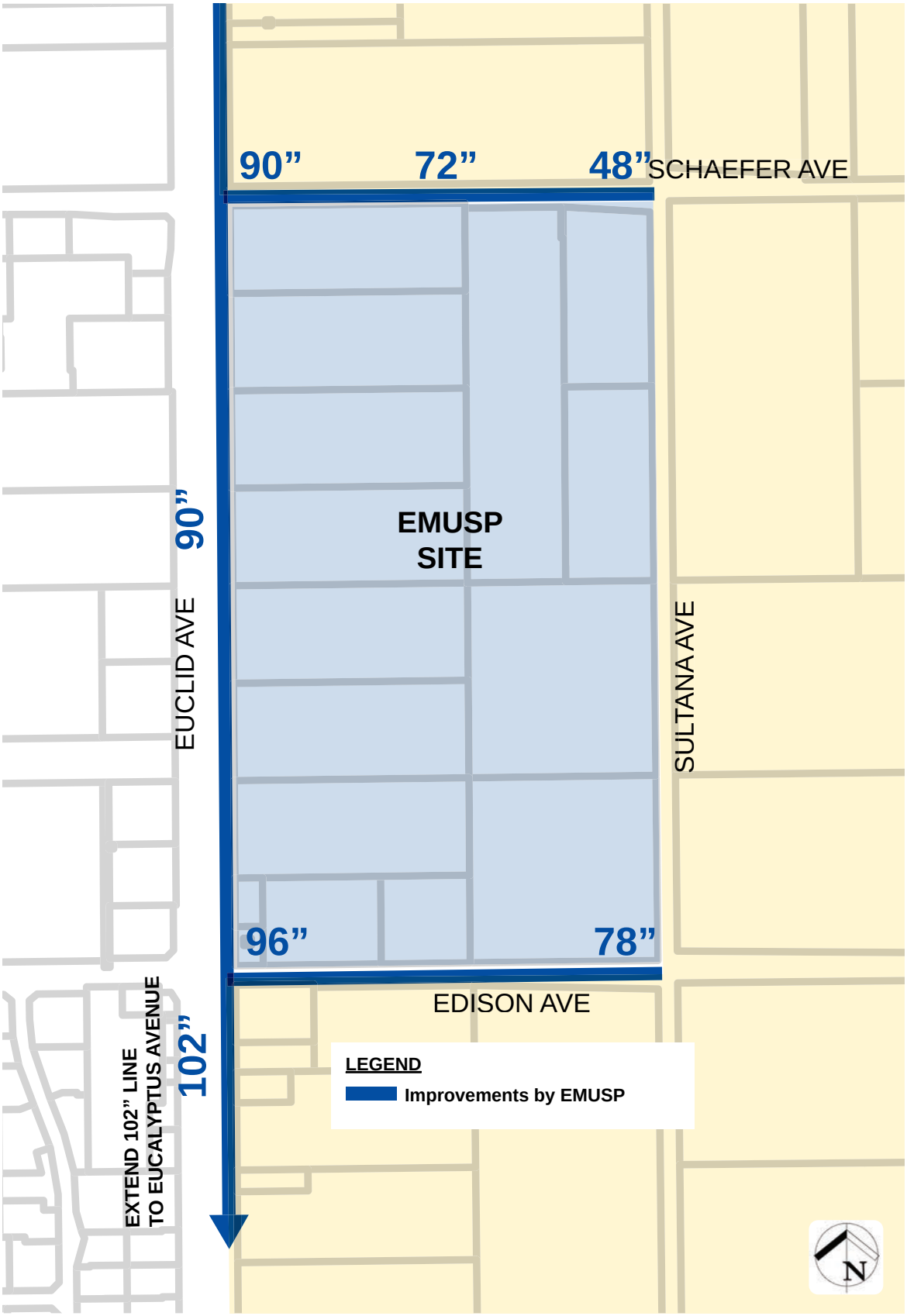


FIGURE 3.21 SPECIFIC PLAN STORM DRAIN PLAN

3.9 Public Services

Public services within the Specific Plan area, including police, fire and solid waste disposal services will be provided as follows:

3.9.1 Police

The City of Ontario will provide police services to the Specific Plan area. The closest police station is located approximately four miles north of the Specific Plan area at 2500 S. Archibald Avenue, just south of SR-60. This station is also the City of Ontario Police Department headquarters.

3.9.2 Fire

The City of Ontario will provide fire protection services to the Specific Plan area. The Ontario Fire Department currently has ten stations, which are staffed with eight four-man paramedic engine companies and two four-man truck companies. The closest operational fire station, Station 2, is located at 544 W. Francis Street, approximately three miles north of the Specific Plan area.

3.9.3 Solid Waste Disposal

The City of Ontario will provide solid waste services to the Specific Plan area. Solid waste facilities will follow the "Solid Waste Department Refuse and Recycling Planning Manual." The Manual establishes the City of Ontario's requirements for refuse and recycling storage and access for service, as well as addresses the City's recycling goals. The Mid-Valley Landfill is the nearest County of San Bernardino landfill located at 2390 N. Alder Avenue in the City of Rialto, approximately 20 miles northeast of the Specific Plan area.

3.10 Phasing Plan

Development phasing of the project site will be determined by the landowner and/or developer based upon real estate market conditions. Phasing will occur as appropriate levels of infrastructure are provided. Phasing sequencing is subject to change over time to respond to various market and local factors and as such, individual phases may overlap or develop concurrently. Infrastructure improvements, as required and approved by the City Engineer to support the development, will be installed by the developer. ***Figure 3.22***, Conceptual Phasing Plan, describes the general phases of development anticipated for the Euclid Mixed-Use Specific Plan area.

Specific Plan backbone infrastructure will be installed by the project developer, in accordance with the applicable City adopted infrastructure plan for the area, as well as the provisions of this Specific Plan and an approved Development Agreement. Fair share responsibilities for improvements will be addressed in a Development Agreement with the City of Ontario. The timing for installation of infrastructure and utilities within the Specific Plan area will be determined as part of the City's approval of future subdivision maps and development plans. Infrastructure will be constructed and made available in a timely manner as development progresses. Phasing of required infrastructure will be determined per separate Development Agreement.

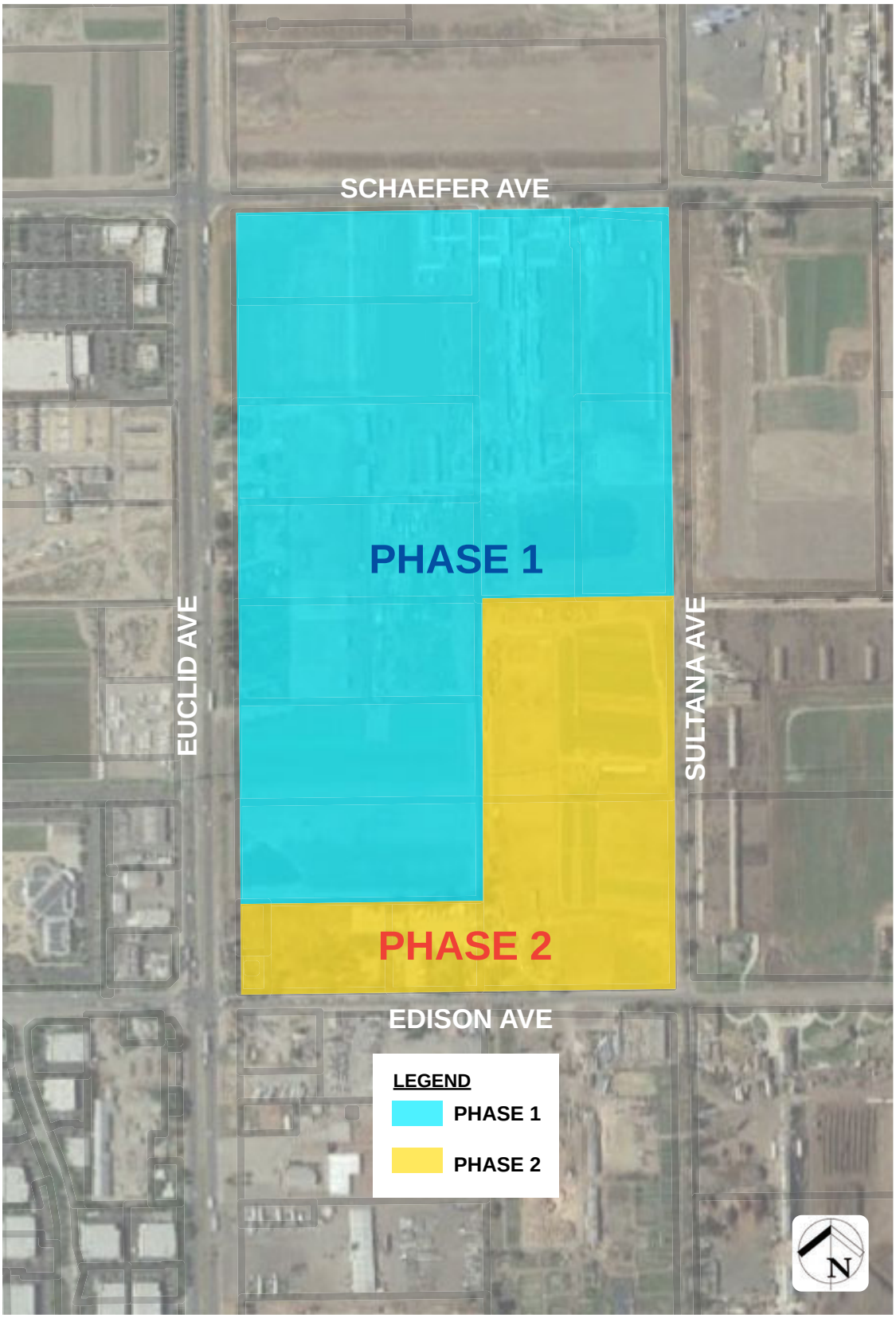


FIGURE 3.22 SPECIFIC PLAN PHASING PLAN

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4. LAND USE AND DEVELOPMENT STANDARDS

This chapter identifies the allowable uses and the standards for building heights, setbacks, parking, coverage, landscape, signage, and all other development standards within the Specific Plan area. The application of these regulations is intended to create a harmonious relationship within the Specific Plan area and with the surrounding land uses as well as to protect the health, safety, and general welfare of the community.

4.1 General Provisions

Upon adoption of the Specific Plan, the development standards and procedures established within the Specific Plan become the governing zoning standards for any new construction, addition, or remodel within the Specific Plan area. However, in reviewing individual projects requiring discretionary approval, additional conditions may be applied by the approving body to accomplish the goals and objectives of this Specific Plan.

4.1.1 Definition of Terms

The meaning of words, phrases, titles, and terms shall be the same as provided in the City of Ontario Development Code unless specifically provided herein.

4.1.2 Applicability

The Euclid Mixed-Use Specific Plan is a regulatory plan, which, upon adoption by ordinance, will constitute the zoning of the property. Development plans or agreements, tract or parcel maps, precise development plans, or any other action requiring ministerial or discretionary approval for the subject property must be consistent with the approved Specific Plan. Actions deemed to be consistent with the Specific Plan shall be judged to be consistent with The Ontario Plan 2050 Policy Plan (General Plan) as mandated in California Government Code, Section 65454. Should the regulations contained herein differ from the regulations of the City of Ontario Development Code, the regulations of the Specific Plan shall take precedence. Where the Euclid Mixed-Use Specific Plan is silent, City Code shall apply.

4.1.3 Severability

In the event that any regulation, condition, program, portion, or policy of this Specific Plan or the application thereof to any person or circumstance is held to be invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed separate, distinct, and independent provisions and shall not affect the validity of the remaining provisions of this Specific Plan or applications thereof which can be implemented without the invalid provision or application.

4.1.4 Administration

The Euclid Mixed-Use Specific Plan is adopted by ordinance and will serve as the implementation tool for The Ontario Plan 2050 Policy Plan as well as the zoning for the project site. The Specific Plan Development Regulations as outlined herein address general provisions, permitted uses, and development standards for the land uses within the project site.

4.1.5 Methods and Interpretation

Development within the Euclid Mixed-Use Specific Plan shall be implemented through the approval by the City of Ontario of parcel maps, tract maps, and development permits. The administration process described herein provides for the mechanisms for review and approval of development projects within Rich Haven consistent with the Specific Plan objectives.

Unlisted Uses

Any land use proposal not specifically covered by the provisions contained herein shall be subject to the City of Ontario Development Code.

Boundaries

The boundaries and acreage of the individual planning areas or portions thereof are approximate. Precise boundaries and acreages will be established in conjunction with the subdivision map or site development plan for each planning area or portions thereof within the project. Minor boundary and acreage variations (15% maximum deviation) shall be permitted without an amendment to this Specific Plan, subject to review by the Planning Director for conformance with the intent of the Specific Plan.

4.2 Allowable Uses

Table 4.1 (Land Use Matrix) shows the allowable land use, activity, or facility permitted within the Specific Plan's BP (Business Park) and MU (Mixed-Use) Zoning Districts, as discussed in Chapter 3. These uses include a variety of business-serving commercial, office, technology, light manufacturing, and high density residential uses. The letters/symbols used in ***Table 4.1*** shall have the following meanings:

"P" Permitted Land Uses

A Permitted Use (P) is permitted by right and may be established as the primary use of a building without the need for discretionary approval. Permitted Uses are subject to the development standards and guidelines applicable to the zoning district in which the use is located.

"C" Conditionally Permitted Land Uses

A Conditionally Permitted Use (C) is permitted upon issuance of a Conditional Use Permit (CUP) pursuant to Section 4.02.015 of the Ontario Development Code and City processing procedures.

"A" Administratively Permitted Uses

An Administratively Permitted Use (A) is permitted upon issuance of an Administrative Use Permit (AUP) pursuant to Section 4.03.015 of the Ontario Development Code and City processing procedures.

"--" Prohibited Land Uses

A land use indicated with a " --" symbol is prohibited within the zoning district.

Land Uses Not Listed

A land use not listed in ***Table 4.1*** shall be considered a prohibited land use. For land uses similar to those listed in ***Table 4.1***, but not expressly stated in this Specific Plan, the Planning Director or his/her designee has the authority to make a determination of the applicability of similar land uses.

TABLE 4.1 ALLOWABLE USES

LAND USE	BUSINESS PARK DISTRICT	MIXED-USE DISTRICT
AGRICULTURAL USES		
Temporary and Interim Agricultural Uses*	**P**	**P**
CONSTRUCTION		
Contractors (e.g.- building construction, site preparation, capital improvement projects)		
• Completely within a building	**P**	--
• With outdoor storage	--	--
MANUFACTURING		
Apparel Manufacturing	**C**	**C**
Artisan Crafts (made by hand) such as glassworks, jewelry, and pottery	**C**	**C**
Beverage Manufacturing	--	--
Chemical Manufacturing (excludes pesticides and fertilizers)	--	--
Computer and Electronic Product Manufacturing	**C**	--
Electrical Equipment, Appliance and Component Manufacturing	**C**	--
Fabricated Metal Product Manufacturing		
• Ammunition and Arms	**C**	--
Food Manufacturing, General (but excluding animal slaughtering and processing and seafood product preparation and packaging)	--	--
Food Manufacturing, Limited (bread, tortilla, snack foods, roasted nuts and peanut butter, coffee, tea, flavoring syrup, seasoning and dressing, spice extract)	**C**	--
Furniture and Related Product Manufacturing	**C**	--
Glass and Glass Product Manufacturing	--	--
Leather and Allied Product Manufacturing (excluding leather and hide tanning and finishing)	**C**	--
Machinery Manufacturing	--	--
Miscellaneous Manufacturing (medical equipment and supplies, jewelry, sporting goods, toys, office supplies, signs, etc.)	**C**	--
Paper Manufacturing	--	--
Pharmaceutical and Medicine Manufacturing (excludes biological product manufacturing)	**C**	--
Printing and Related Support Activities	**C**	--
Primary Metal Manufacturing	--	--
Petroleum and Coal Products Manufacturing	--	--
Plastics Product Manufacturing	--	--
Rubber Product Manufacturing	--	--
Textile Mills	--	--
Textile Product Mills	--	--
Transportation Equipment Manufacturing	--	--
Wood Product Manufacturing	--	--

* Restricted to existing agricultural and dairy uses.

LAND USE	BUSINESS PARK DISTRICT	MIXED-USE DISTRICT
WHOLESALE TRADE		
Merchant Wholesalers, Durable Goods - General (includes motor vehicles and parts, lumber and construction materials, metals and minerals other than petroleum, and machinery equipment and supplies)	--	--
Merchant Wholesalers, Durable Goods - Limited (includes furniture and home furnishings, professional and commercial equipment and supplies, hardware, plumbing, and heating equipment and supplies)	**P**	--
Merchant Wholesalers, Nondurable Goods (excludes industrial gases, petroleum bulk stations and terminals, and fireworks and explosives merchant wholesalers)	--	--
Wholesale Electronic Markets, Agents and Brokers (excludes automobile auctions)	**P**	--
HEALTHCARE AND SOCIAL ASSISTANCE		
Ambulatory Health Care Services	**P**	--
Child Day Care Services (Commercial Facilities)	--	**P**
Child Day Care Services (Employer Provided Services)	--	**P**
Medical Office	**P**	**P**
Urgent Care	**P**	**P**
Vocational Rehabilitation Services	**C**	**C**
COMMERCIAL USES		
Information		
Broadcasting	**P**	**P**
Data Processing, Health, and Related Services	**P**	**P**
Publishing Industries	**P**	**P**
Motion Picture and Sound Recording Facilities	**P**	--
Recording and Sound Studios	**P**	--
Wireless Telecommunication Facilities	**P**	**P**
Eating and Drinking Places, and Food Services		
Alcoholic beverage sales for consumption on the premises (includes all retailer's on-sale licenses issued by the State of California Department of Alcoholic Beverage Control)	**C**	**C**
Food Bank or Meal Delivery Services	**C**	--
Restaurant		
• Without Drive-Thru	**P**	**P**
• With Drive-Thru	**C**	**C**
Motor Vehicle Mechanical and Electrical Repair and Maintenance		
Servicing Facilities (limited to retail-oriented services, such as emissions testing, battery replacement and other similar retail activities that involves the limited use of pneumatic tools or equipment that create noise impacts)	**P**	--

LAND USE	BUSINESS PARK DISTRICT	MIXED-USE DISTRICT
General Repair Facilities		
(includes general motor vehicle mechanical and electrical repair and maintenance of air conditioning, brake, cooling, electric, exhaust, fuel, suspension system, engine, transmission, and drive train)		
• General Repair Facilities - Automobile, Light Truck and Van Repair and Maintenance	**C**	--
• General Repair Facilities - Large Truck, Bus and Similarly Large Motor Vehicle Repair and Maintenance	--	--
Automotive Body, Paint, Interior and Glass Repair		
• Automobile, Light Truck and Van Body, Paint, and Interior Repair and Customization	**C**	--
• Minor Customization Work (limited to the "bolt-on" replacement or addition of parts only -- no body or paint work is allowed)	**C**	--
• Large Truck and Bus Body, Paint, and Interior Repair and Maintenance	--	--
• Electronic and Precision Equipment Repair and Maintenance	--	--
Personal Services		
Couriers and Messengers	**P**	**P**
Fitness and Recreational Sports Center		
• Gross Floor Area less than 10,000 sq. ft.	**P**	**P**
• Gross Floor Area 10,000 sq. ft. or more	**C**	**C**
Industrial Laundry and Linen Supply	**C**	--
Personal and Household Goods Repair and Maintenance	**P**	--
Pet Boarding and Kennels		
• Day only (e.g. Doggie Daycare)	**C**	**C**
• Overnight Stays	**C**	**C**
Postal Services	**P**	**P**
Passenger Car Rental and Leasing	**C**	--
Truck, Utility Trailer, and Recreational Vehicle Rental and Leasing	**C**	--
Offices		
Administrative and Support Services	**P**	**P**
Business management	--	**P**
Finance and Insurance Offices	**P**	**P**
General Offices	--	**P**
Government offices	--	**P**
Management of Companies and Enterprises	**P**	**P**
Office Ancillary to a Primary Industrial Use (less than 10% of GFA)	**P**	**P**
Professional, Scientific, and Technical Services (e.g. accounting, tax preparation, architecture, bookkeeping, legal, engineering, consulting)	**P**	**P**
Real Estate Offices	**P**	**P**

LAND USE	BUSINESS PARK DISTRICT	MIXED-USE DISTRICT
Retail		
Antique Shop	--	P
Alcoholic beverage sales for consumption off the premises (includes all retailer's off-sale licenses issued by the State of California Department of Alcoholic Beverage Control)	--	C
Appliance Store	--	P
Art Supply Store	--	P
Auction Houses	C	C
Automotive Parts and Accessories (including tires)	P	--
Bakery Retail	--	P
Banks/Credit Unions	--	P
Banks, and Credit unions with drive-thru in accordance with the City of Ontario Development Code and Section 5.5.8.5 herein	--	C
Barber/Beauty Shops	--	P
Beauty Supply Store	--	P
Billiard parlor/Pool hall	--	C
Book Store	--	P
Bowling alleys	--	C
Camera Supply Store	--	P
Car wash-full service	--	--
Car wash-self-service as an ancillary use	C	--
Catering Services and Facilities	P	--
Clothing and Accessory Store	--	P
Coffee House/Cafe	--	P
Commercial Sports Facilities such as Batting Cages, etc.	C	--
• Virtual Recreational Sports such as Golf Simulator	C	C
Computer and Home Electronics Retail	--	P
Computer, Electronics Home Repair	P	P
Convenience Stores (without alcoholic beverage sales)	P	C
Cutlery	P	P
Dance Hall/Studio Hall	--	--
Delicatessen/Cafeteria	--	P
Drug store/pharmacy with drive-thru in accordance with the City Development Code and Section 5.5.8.8 herein	--	C
Dry Cleaners (commercial off-site cleaning operations only)	--	P
Electric Vehicle Charging Stations (Automobiles)	--	C
Electric Vehicle Charging Stations (Commercial Trucks)	C	--

LAND USE	BUSINESS PARK DISTRICT	MIXED-USE DISTRICT
Family entertainment centers (Mini-golf, trampoline parks, etc.)	C	--
Financial Services	--	P
Florist Shop	--	P
Furniture Sales	--	P
Gasoline Fueling Station with Convenience Store (without alcoholic beverage sales)	C	C
General Merchandise/Retail Store	--	P
Garden Supply/Hardware store	--	--
Grocery store	--	P
Health Clubs	--	P
Health/Specialty food store	--	P
Hobby supply store	--	P
Hotels	--	C
Ice cream parlor	--	P
Internet Fulfillment/Warehousing/Distribution (E-Commerce)	P	--
Jewelry store	--	P
Jewelry, watch and clock repair	--	P
Liquor store	--	C
Live performance facility, night club	--	C
Locksmith/key shop	--	P
Luggage and leather goods	--	P
Medical Clinic/Healthcare Center/Urgent Care	--	P
Nursery School/Day Care Facility/Child Care Center	--	P
Office supplies and equipment	P	P
On-site alcoholic beverage sales establishment	--	C
Personal service shops	--	P
Pet and pet supply stores	--	P
Photocopy services	--	P
Photography studio	--	P
Places of worship	C	C
Plant nurseries (retail)	C	C
Recreational equipment sales (e-bikes, kayaks, etc.)	--	--
Restaurant, family full service, specialty and fast food	--	P
Schools, Colleges, Universities, Professional Schools	--	C
Shoe store, repair	--	P
Sporting goods store	--	P
Stationary & gift shops	--	P
Travel agencies	--	P
Video Arcade	--	C

LAND USE	BUSINESS PARK DISTRICT	MIXED-USE DISTRICT
Industrial Retail Sales		
(Retail sales of goods and/or products either manufactured, warehoused or wholesaled on-site)		
• Maximum 15% of building floor area or 8,000 sq. ft., whichever is less	**A**	--
• Over 15% of building floor area or 8,000 sq. ft.	**C**	--
Non-Store Retailers (includes electronic shopping and mail-order houses, vending machine operators, and other direct selling establishments (excluding fuel/petroleum dealers)	**P**	--
WAREHOUSING		
Warehousing and Storage (General and Other)		
• Completely within a building	**P**	--
• Outdoor Storage Accessory to an Allowed Use	**A**	--
• Outdoor Storage as the Primary Use	--	--
Outdoor truck/trailer storage/long term parking	**C**	--
RESIDENTIAL USES		
Single-Family Attached / Multi-Family Residences		
• Attached and Detached Condominiums	--	**P**
• Townhomes	--	**P**
• Stacked Flats	--	**P**
• Multiple Family Dwellings/Apartments	--	**P**
Residential Community Care Facility (6 or less)	--	**P**
Home Occupation	--	**P**
Public School K-12 in accordance with the City Development Code	--	**P**
Model Homes and temporary related signage, sales, and parking facilities	--	**A**
Senior Center	--	**C**
Senior Housing	--	**C**
Assisted Living/Congregate Care in accordance with the City of Ontario Development Code	--	**C**
Convalescent Facility	--	**C**
Live/Work Units	--	**C**
Places of Public Assembly (including places of worship)	**C**	**C**
Residential Day Care Facilities serving up to 14 children	--	**C**
Private Recreation	**C**	**C**
Home Occupations	**A**	**A**
Single-Family Dwellings	--	**P**
Single Room Occupancy (SRO) Facilities	--	**C**

LAND USE	BUSINESS PARK DISTRICT	MIXED-USE DISTRICT
Accessory Residential Structures		
• Accessory Dwelling Units	--	P
• Accessory Residential Structures (includes guesthouses, garages, car-ports, garden and tool sheds, and other ancillary buildings and structures determined appropriate by the Planning Director)	--	P
• Enclosed, screened outdoor storage	--	--
• Maintenance facilities and structures	--	--
Animal Keeping		
• 4 or fewer pets	P	P
Community Gardens, Urban Farms, and Related Uses	A	A
Employee (Farmworker) Housing		
• 6 or fewer employees	--	C
Vocational/Trade Schools	C	C
Temporary Uses and Interim Use		
• Amusement (i.e. circuses, carnivals etc.)	A	A
• Christmas Tree, Pumpkin, and similar lots	A	A
• Outdoor displays	A	A
• Parking lot sales	A	A
• Street/Craft fairs and Farmer Markets	A	A
• Temporary Structures	A	A
SPECIALTY USES		
Police Store Front/Sub Station/Fire Station/Emergency Services	P	P
Public Parks, Community Centers, and similar facilities	P	P
Public utilities	C	C

4.3 Development Standards

Table 4.2 (Development Standards) provides a summary of the development standards applicable to the land uses, structures, and related improvements located within the Specific Plan area. Refer to the Ontario Development Code for any standard not addressed in ***Table 4.2***.

4.3.1 Business Park/Mixed-Use Development Standards

TABLE 4.2 BUSINESS PARK AND MIXED-USE DEVELOPMENT STANDARDS

DEVELOPMENT STANDARD	BUSINESS PARK DISTRICT	MIXED-USE DISTRICT
Minimum Lot Area	10,000 sq ft	10,000 sq ft
Minimum Lot Dimensions		
1. Lot Width	100 ft	100 ft
2. Lot Depth	100 ft	100 ft
Maximum Floor Area Ratio [1]	0.60	Commercial = 1.0 Office = 1.5
Maximum Building Footprint [6]	175,000 sq ft	130,000 sq ft
Minimum Landscape Setback [2]		
1. Euclid Avenue	35 ft	35 ft
2. Edison Avenue	N/A	23 ft
3. Schaefer Avenue	23 ft	N/A
4. Sultana Avenue	10 ft	10 ft
5. Interior Side	N/A	N/A
6. Interior Rear	N/A	N/A
Minimum Building Setback [2] [3]		
1. Euclid Avenue	35 ft	35 ft
2. Edison Avenue	N/A	23ft
3. Schaefer Avenue	23ft	N/A
4. Sultana Avenue	10 ft	10 ft
5. Interior Side	10 ft	10 ft
6. Interior Rear	10 ft	10 ft
Minimum Parking Space and Drive Aisle Separations		
1. Parking Space or Drive Aisle to Street Property Line	20 ft	10 ft
2. Parking Space or Drive Aisle to Interior Property Line	5 ft	5 ft
3. Parking Space to Buildings, Walls, and Fences	Areas adjacent to public entries and office areas: 10 ft Areas adjacent to other building areas: 5 ft Within screened loading and storage yard areas: 0 ft	
4. Drive Aisles to Buildings, Walls, and Fences [4]	5 ft	5ft
5. Drive Aisles within Screened Loading and Storage Yard Areas	0 ft	0 ft
Maximum Building Height [5]	45 ft	55 ft
Minimum Landscape Coverage (Aggregate)	10%	10%
Walls, Fences, and Hedges: Per Ontario Development Code and Section 5.2 (Buffering and Screening) of this Specific Plan.		

Footnotes:

1. Land Use Distribution for Mixed Use district = 10"% Office, 20% Commercial and 70% Residential.
2. All setback areas shall be measured from the property line and shall be landscaped.
3. Within yard areas fully screened by a decorative wall, there shall be no minimum drive aisle or parking space setback required.
4. The minimum separation area between a building, wall, or fence, and a parking space or drive aisle shall be fully landscaped. The separation area may include pedestrian walkways, as necessary; however, a minimum 5 ft. wide planter area shall be maintained between a building wall and a pedestrian walkway. The minimum separation dimension does not include any area devoted to vehicle overhang.
5. Architectural projections, mechanical equipment, and focal elements may be allowed to exceed maximum height up to 10 percent above the prescribed height limit.
6. Building within the Business Park District that front onto Euclid Avenue shall be limited to a maximum building footprint of 54,000 sq. ft.

4.3.1.1 Business Park/Office Parking and Loading Standards

Parking and Loading standards for Business Park and Office development will be consistent with the standards outlined in the Ontario Development Code.

Sufficient off-street loading and unloading spaces shall be provided on each development site, and adequate provisions and space shall be made for maneuvering freight vehicles and handling freight.

Loading activity, including turnaround and maneuvering, shall be made on site. Buildings, structures, and loading facilities shall be designed and placed on the site so that vehicles, whether rear loading or side loading, may be loaded or unloaded at any loading dock, door, or area without extending beyond the property line.

4.3.2 Mixed-Use Development Standards

The following standards provide the lot development criteria for Retail Commercial and Office uses within the Mixed-Use portion of the Specific Plan. Refer also to General Standards in Section 4.1.

TABLE 4.3 MIXED-USE DEVELOPMENT STANDARDS

DEVELOPMENT STANDARD	RETAIL COMMERCIAL AND OFFICE
Minimum Lot Size/Area	**10,000 sq ft**
Floor Area Ratio (Calculated based on gross site average)	
From Euclid Avenue Right-Of-Way Minimum Retail Commercial	**0.2:1**
From Euclid Avenue Right-Of-Way Maximum Office	**0.5:1**
Minimum Landscape Coverage	10%, all setback from right-of-way areas shall be landscaped
Building Setbacks (minimum)	
From Euclid Avenue Right-Of-Way	**35 ft** [4]
From Edison Avenue Right-Of-Way	**35 ft** [4]
From Schaefer Avenue Right-Of-Way	**23 ft**
From Private or Local Street	**15 ft** [2]
From detached residential on adjacent property	**25 ft**
From SCE Property Line/Easements	**0 ft**
Parking Setbacks (minimum) [1] [3]	
From Euclid Avenue Right-Of-Way	**35 ft**
From Edison Avenue Right-Of-Way	**35 ft**
From Schaefer Avenue Right-Of-Way	**23 ft**
From Private or Local Street	**10 ft**
From detached residential on adjacent property	**5 ft**
From SCE Property Line/Easements	**0 ft**
Building Height (maximum) [5]	
Structures	**45 ft**
Architectural Projections (including towers, focal elements, cupulas, etc.)	**55 ft**

Footnotes:

1. Per the City of Ontario Development Code. Commercial parking standards still apply.
2. Refer to Section 5, Landscape Design Guidelines for further setback/design requirements.
3. Parking stalls perpendicular to street shall be screened by landscaping, berms, or decorative walls that match architectural style of nearest development. Screening shall mature to a minimum height of 36" (to screen car grilles).
4. Buildings shall be set back to the Neighborhood Edge or to the given setback from R.O.W., whichever is more restrictive. Where a Neighborhood Edge condition does not exist, setbacks from R.O.W. shall govern.
5. Maximum building heights shall comply with the requirements of Chino Airport Land Use Compatibility Plan ("CNO ALUCP").

4.3.2.1 Circulation

The Euclid Mixed-Use Specific Plan shall have street frontage monumentation announcing the major entrance to the development from Edison Avenue. Within the Specific Plan, vehicular access to commercial/office development shall be clearly designated and supplemented with special paving, landscaping and signage. Parking areas should include clearly marked pedestrian pathways to building entrances.

4.3.2.2 Parking Standards

Parking requirement for Commercial development will be consistent with the standards outlined in the Ontario Development Code.

4.3.2.3 SCE Easement Parking

Surface parking and vehicular/truck/trailer storage are permitted uses within SCE easements subject to approval from utility provider. This surface parking may not be included towards meeting minimum resident, guest or commercial parking requirements.

4.3.2.4 Patio Dining

Outdoor seating, in conjunction with business, is encouraged to enliven the street scene along Euclid Avenue and Edison Avenue. Patio dining seating area must have a minimum dimension of 10 ft. clear. Along Euclid Avenue and Edison Avenue, patio dining may encroach a maximum of 10 ft. into the neighborhood edge. Patio areas may be enclosed by the tenant by open rail compatible with the architecture of the building, hedges or other suitable separation.

4.3.2.5 Drive-Thru Facilities

a. Development and/or uses with drive thru facilities will comply with the standards outlined in the Ontario Development Code.

A drive-through facility shall be operated only as (a) part of a restaurant which also has an indoor dining area, (b) a banking facility or (c) a drug store or similar retail use, subject to satisfying the requirements listed below.

b. Separation from Sensitive Land Uses

1. A drive-through facility shall be separated from any residential building by no less than 150 ft. This standard may be modified, particularly for non-restaurant drive-through uses, subject to approval from the City of Ontario Planning Director.
2. The drive-through facility shall be architecturally treated with service and delivery “back of house” areas visually screened from residential development and public streets.

TABLE 4.4 STAND ALONE RESIDENTIAL DEVELOPMENT STANDARDS

DEVELOPMENT STANDARD	MEDIUM HIGH / HIGH DENSITY RESIDENTIAL
Density (DU/AC)	**11.1 - 35.0**
Lot Criteria	
Min. Lot Size	**10,000 sq ft**
Minimum Setbacks [1] [2]	
Streetside Setback	
• Living Area to sidewalk or paving	**5 ft**
• Porch [3]	**3 ft**
• Garage to 20' Alley [7]	**5 ft**
Minimum Building Separation	
Front to Front	**25 ft**
Side / Side	**12 ft**
Rear / Rear [8]	**30 ft**
Front to Side	**20 ft**
Between Covered Porches Front to Front	**10 ft**
Between Garden Walls less than 3' in Height	**10 ft**
Lot Coverage	
Max. Coverage	**60%**
Maximum Building Height [4]	
Main Structure	**55 ft**
Walls, Fences and Hedges	
Maximum Height at Front of Building [5]	**3 ft**
Maximum Height at Side or Rear of Building [6]	**6 ft**
Private Open Space	
Ground Floor Units:	
Min. Square Footage per Dwelling Unit	**140**
Min. Dimension	**10 ft**
Upper Unit:	
Min. Square Footage per Dwelling Unit	**50**
Min. Linear dimension	**5 ft**
Storage Space:	
Min. Interior Storage Space	**160 CF per Unit [8]**

Footnotes:

1. Architectural projections may project a maximum of 3 ft. into required front, rear or side setback areas; however, in no case shall such projection be closer than 3 ft. to any property line. An architectural projection is defined as an element that articulates the building elevation such as eaves, window and door pop-out surrounds, media niches, bay windows, pot shelves, chimneys, enhanced window sills, shutter details, window trim, balconies and entry gates, and other similar elements.
2. All front and corner side setbacks are measured from the back of sidewalk. All other setbacks measured from Property Line unless noted otherwise.
3. The minimum depth of a porch shall be 7 ft., with an area of 70 sq. ft. of clear space. The porch depth may be reduced to 5 ft., where appropriate to mass and scale of the building, subject to Planning Department review and approval.
4. Architectural projections may exceed the maximum height by an additional 10%.
5. Solid masonry walls or fencing may be permitted subject to a 3 ft. minimum setback from the front property line. Fences, walls, hedges or similar view obstructing structures or plants that reduce safe ingress or egress of vehicles or pedestrians shall not exceed 3 ft. in height in any required front yard.
6. Walls may exceed 6 ft. in height and pilasters may exceed 6.5 ft. in height only for noise attenuation purposes subject to an Acoustical Study and Planning Department approval. Up to 2 ft. retaining wall may be incorporated with the 6 ft. maximum wall so that maximum exposed wall shall not exceed 8 ft..
7. Measured from foundation, not recessed garage door. Eaves and second floor projections may encroach up to 18 inches.
8. Interior storage includes finished areas under stairs, finished attic space with a minimum dimension of 24" and garage space including hanging racks with a min. depth of 18".

4.4 Open Space Planning Areas

The Euclid Mixed-Use Specific Plan area includes two Southern California Edison (SCE) easements which traverse the site in an East/West direction. The northern SCE easement is identified as PA 4 and diagonally bisects the Business Park District. The southern SCE easement is identified as PA 5 and provides a separation between the Business Park District and the Mixed-Use District. Both of the easements are designate as open space-non-residential (OS-NR). The Euclid Mixed-Use Specific Plan outlines allowable uses and the development standards within the SCE easements in PA 4 and PA 5.

4.4.1 Allowable Uses within the SCE Easement Areas

All uses and improvements within PA 4 and PA 5 of the Euclid Mixed-Use Specific Plan are subject to review and approval by Southern California Edison Company and The City of Ontario. Land Uses allowed within the SCE easements are shown in ***Table 4.5***:

TABLE 4.5 ALLOWED USES SUBJECT TO SCE APPROVAL

LAND USES	OPEN SPACE
Agriculture (except community gardens, urban farms and cannabis production)	P
Beekeeping and production	P
Community Gardens, Urban Farms and related uses	A
Electric Vehicle Charging Facilities (ancillary to a permitted land use)	P
Parking Lots, Vehicle and Truck/Trailer short term and long term storage	C
Commercial and Recreational Vehicle Storage	C
Nurseries (subject to tree height limitations)	P
Open Space/Parks and Trails (publicly owned or accessible)	P
Police and Fire Protection (no structures)	P
Solar/Wind Energy Power Generation	C
Boat and RV short/long term storage	C

4.4.2 Development Standards within the SCE Easement Areas

Allowable uses within the SCE easement areas generally do not include permanent or temporary structures or buildings. No building setbacks are required from the SCE easement line.

Uses allowed within the SCE easements shall comply with all applicable utility corridor development standards per the City of Ontario development code.

Uses such as parking and outdoor storage are required to be screened using walls and/or landscaping identified in Section 5 of the Specific Plan. Security walls or fencing is allowed up to 14 ft. high along the easement boundary.

Lighting for security and/or safety within the SCE easements shall be allowed subject to the requirements that illumination be contained within the easement area and directed away from any sensitive surrounding land uses.

5. DESIGN GUIDELINES

This chapter identifies conceptual themes for site planning, architecture, and landscape design within the Euclid Mixed-Use Specific Plan area. The guidelines are intended to ensure a cohesive and attractive development that meets the following objectives:

1. Demonstrates high quality development that complements and integrates into the community and adds value to the City.
2. Creates a functional and sustainable place that ensures the Euclid Mixed-Use Specific Plan area is competitive regionally and appropriate in the Ontario Ranch community.
3. Illustrates the distinctive characteristics of the two land use plan zones - Business Park and Mixed-Use.
4. Establishes criteria for building design and materials, landscape design, and site design that provide guidance to developers, builders, architects, landscape architects, and other professionals preparing plans for construction.
5. Provides guidance to City staff and the Planning Commission in the review and evaluation of future development projects in the Euclid Mixed-Use Specific Plan area.
6. Incorporates construction and landscape design standards that promote energy and water conservation strategies.
7. Implements the goals and policies of The Ontario Plan and the intent of the Ontario Development Code.

5.1 General Design Guidelines

5.1.1 Architectural Design

The architectural character within the Euclid Mixed-Use Specific Plan is intended to reinforce the rich architectural diversity of the City Of Ontario while providing a cohesive aesthetic treatment for the varied anticipated uses and building types including one and two story business park buildings, neighborhood commercial and retail buildings, low-rise office buildings and two and three story, high density, attached residential buildings. The architectural design and features shall consider the following design objectives:

1. Create a palette of architectural styles and design criteria to encourage a cohesive community character within the Specific Plan area while promoting a variety of traditional and timeless architectural expressions.
2. Utilize high quality and sustainable materials on building exteriors to reduce maintenance and ensure a long lasting attractive appearance.
3. Orient buildings along perimeter roadways with front building elevations, front entries and enhanced materials defining the character of development.
4. Buildings within the Business Park district shall be in a scale and proportion that minimizes the visual impact of buildings fronting along Euclid Avenue.

5. Commercial and Office buildings design should emphasize building entries utilizing focal elements such as towers, trellises, architectural detailing, etc. and enhanced building treatments or materials. Service areas should be oriented away from public spaces and/or screened from off-site views.
6. Residential buildings should be designed with enhanced architectural treatments/features on all visible elevations. Utility features should be oriented along internal private drives and screened with landscaping wherever possible.

These guidelines will further serve to implement the objectives, policies and principles of the City's TOP by drawing upon the rich architectural diversity, quality and history of Ontario's established neighborhoods. Business Park Guidelines are included in Section 5.2, Regional Commercial/Mixed-Use Design Guidelines in Section 5.3 and High Density Residential Design Guidelines in Section 5.4.









5.1.2 Landscape Design

The overall landscape treatment within the Specific Plan is intended to provide a unifying element and to establish a unique setting for future development. Landscape designs shall consider the following design objectives:

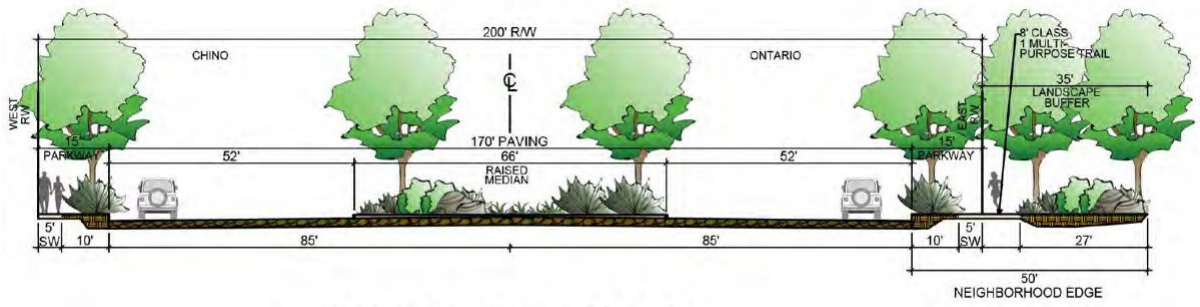
1. Incorporate Neighborhood Edge planting along Euclid Avenue and Edison Avenue to provide the general landscape framework and establish a sense of place for the varied land uses.
2. Utilize a hierarchy of monumentation signage and focal planting to define the Specific Plan area at primary intersection locations.
3. Develop a palette of appropriate street trees to be used along internal public streets, private drives and parking areas within the Mixed-Use area of the Specific Plan.
4. Open parking areas should be screened from perimeter streets. Parking areas shall be screened using evergreen shrubs, low walls or berms or a combination of screening methods.
5. Vehicle storage areas shall be screened with decorative walls. Screen walls to be softened with vertical evergreen shrubs and/or trees.

5.1.3 Streetscapes

Streetscape design creates an aesthetically pleasing view for pedestrians and motorists, screens parking and loading areas from the public right-of-way, and integrates the development into the surrounding community. The streetscape designs presented are conceptual only; final grading, plantings, and tree locations will be determined on a project-by-project basis.

5.1.3.1 Euclid Avenue Streetscape

Euclid Avenue features a wide raised landscaped median planted with trees, a 15 ft. wide parkway and a 35 ft. wide landscape setback. The parkway will include a 10 ft. wide curb-adjacent landscape strip generally planted with trees and groundcover and a 5 ft. wide sidewalk. Tree species along the perimeter of Euclid Avenue will include Grevillea robusta in the parkway, Cedrus deodara groups behind the sidewalk alternating with a double row of Quercus agrifolia with Schinus molle intermixed as accents in appropriate locations in the median. Combined, the parkway and landscape setback create a 50 ft. "Neighborhood Edge" as established in the Ontario Ranch Streetscape Master Plan, which is intended to provide a buffer at the Specific Plan boundary as well as a pleasing visual statement along the major City thorough (***Figure 5.1***).

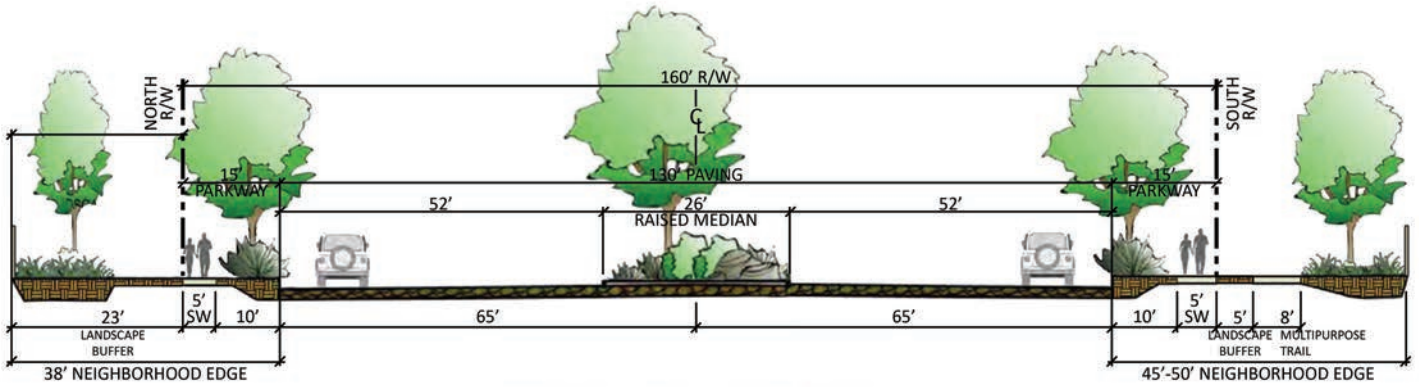


EUCLID AVENUE (200' ROW)

FIGURE 5.1 EUCLID AVENUE STREETSCAPE

5.1.3.2 Edison Avenue Streetscape

The typical Edison Avenue section will feature an 8 ft. multipurpose trail, 15 ft. wide parkway and 23 ft. wide landscape setback. The parkway will include a 10 ft. wide curb-adjacent landscape strip and a 5 ft. wide sidewalk. Tree species along Edison Avenue will include Quercus agrifolia in the parkway with clusters of Lagerstroemia i. 'Natchez' and Pinus eldarica in the neighborhood edge along the south and north side. The median includes Pinus eldarica with clusters of Lagerstroemia i. 'Natchez'. The parkway and landscape setback will combine to form the 38 ft. Neighborhood Edge buffer (***Figure 5.2***).

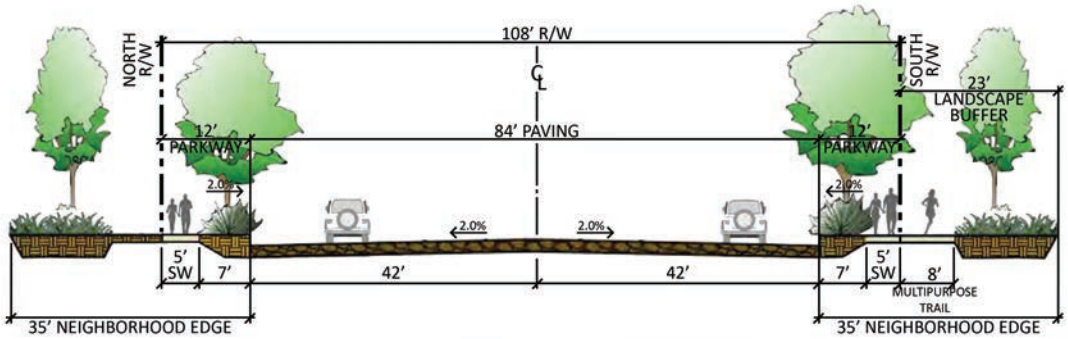


EDISON AVENUE (160' ROW)

FIGURE 5.2 EDISON AVENUE STREETSCAPE

5.1.3.3 Schaefer Avenue Streetscape

The typical Schaefer Avenue section will feature a 12 ft. wide parkway and 23 ft. wide landscape setback to create a 35 ft. Neighborhood Edge. The parkway will include a 7 ft. wide curb-adjacent landscape strip generally planted with trees and groundcover and a 5 ft. wide sidewalk. Tree species along Schaefer Avenue will include Pistacia chinensis trees in the parkway and Pistacia chinensis with clusters of Tristaniopsis laurina in the neighborhood edge. The Neighborhood Edge creates a buffer along the Specific Plan boundary as well as a visual statement (***Figure 5.3***).



SCHAEFER AVENUE (108' ROW)

FIGURE 5.3 SCHAEFER AVENUE STREETSCAPE

5.1.3.4 Sultana Avenue Streetscape

The typical Sultana Avenue section will feature a 9 ft. wide parkway and 10 ft. wide landscape set-back. The parkway will include a 4 ft. wide curb-adjacent landscape strip and a 5 ft. wide sidewalk. Tree species along Sultana Avenue will include Koelreuteria paniculata and behind the sidewalk will include Quercus ilex (***Figure 5.4***).

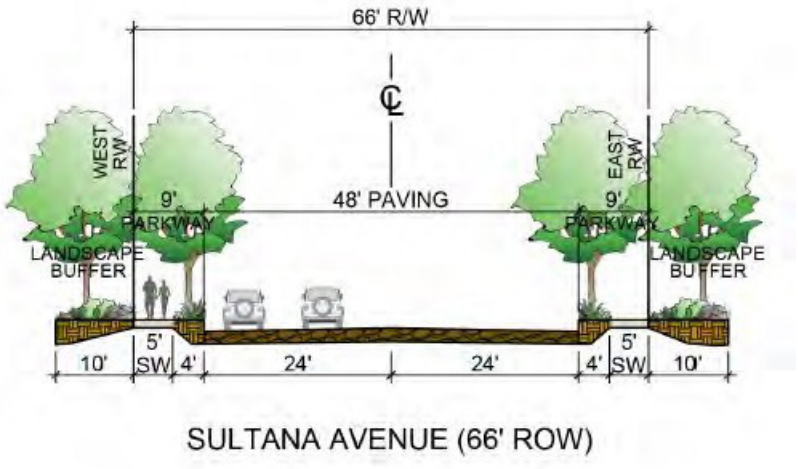


FIGURE 5.4 SULTANA AVENUE STREETSCAPE

5.1.3.5 Landscape Framework

A Landscape Framework has been developed to guide the overall character of the Euclid Mixed-Use Specific Plan from concept through implementation to ensure the intended planned design is fulfilled. The landscape treatment consist of several design elements including community arrival markers and gateway monumentation, perimeter landscaping and connections within the neighborhood edges and landscape buffers and potential locations for harmonious district entries into individual land uses such as business parks, office parks, retail centers and residential neighborhoods. Refer to ***Figure 5.5*** Landscape Framework.

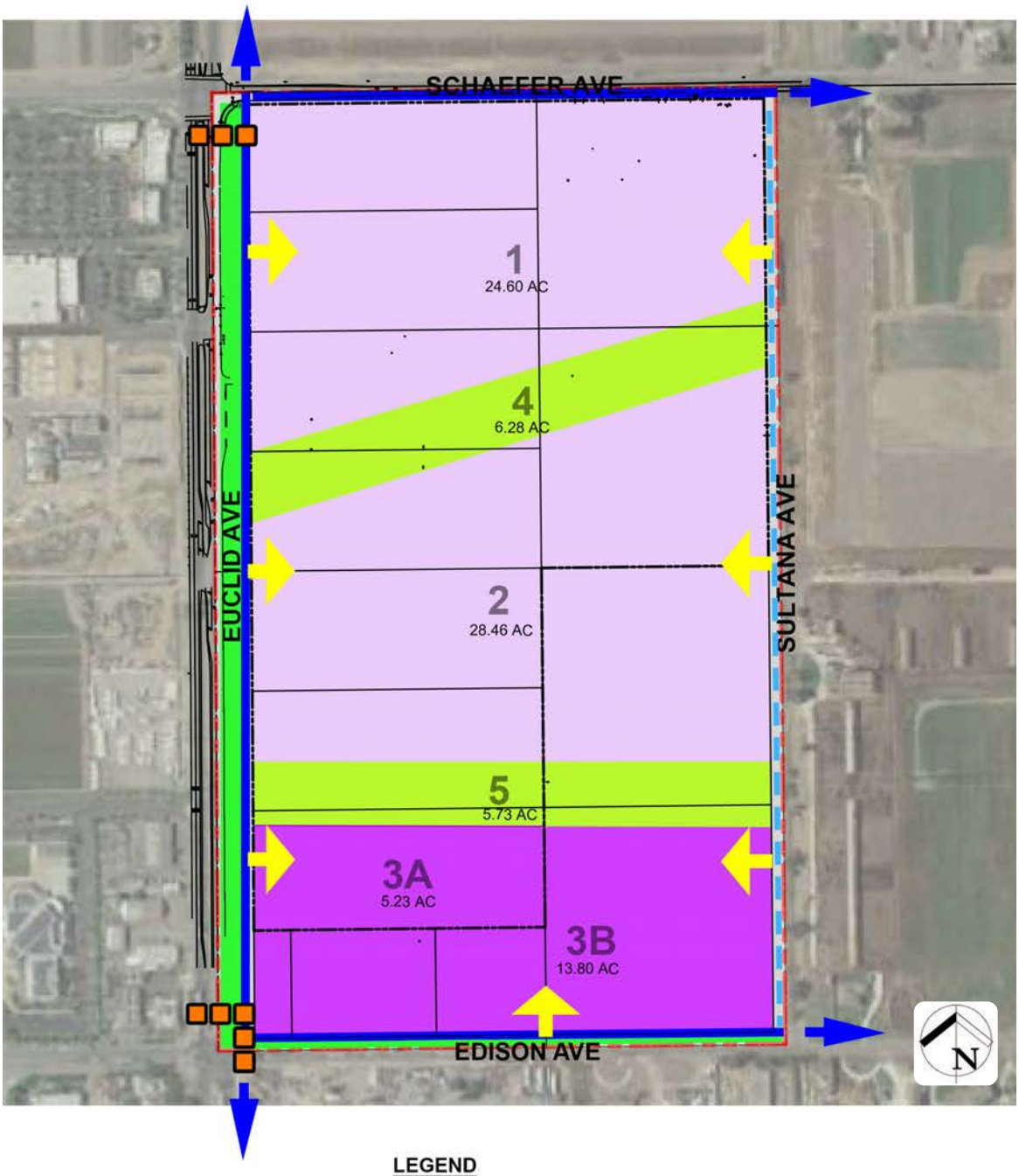


FIGURE 5.5 LANDSCAPE FRAMEWORK

5.1.3.6 Euclid Gateway

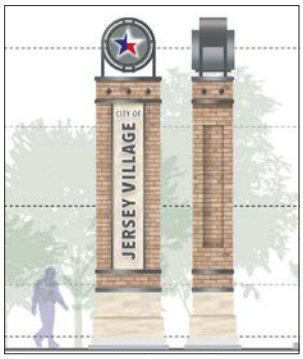
The Euclid Mixed-Use Specific Plan's location along the City's most prominent avenue at the gateway to the primary arterial roadway through the Ontario Ranch will be celebrated with special "Gateway Monument" features.

The primary arrival monument is the Euclid Gateway with two tower features. The Euclid Gateway features will be located at the northeast corner of the intersection of Euclid Avenue and Edison Avenue.

The objectives of the Euclid Gateway are as follows:

1. Create a distinctive architectural feature to establish a sense of arrival and a welcoming landmark to western gateway to The Ontario Ranch.
2. Identify the Specific Plan area as an example and quality standard for Mixed-Use and Business Park development within the City.
3. Utilize durable and lasting materials and a sustainable monument design reflecting the proposed architectural character of development within the Specific Plan area.
4. Incorporate a climate sensitive and water wise planting plan to soften and accentuate the monument feature to create a unique landscape aesthetic integrated into the City streetscape plant palette.







The Euclid Gateway monuments will reflect paired contemporary vertical block towers. The tower design will be capped with an angular top. The tower features a massive steel panel that mirrors the angular top of each gateway tower reinforcing the impressive scale and rich color of the signage. The overall height of the tower will be 14+ ft. to optimize its visibility and to allow for the inclusion of the City of Ontario logo near the top of the tower.

The landscape treatment around the Gateway monuments will consist of low growing plant species to accentuate the vertical form of the towers. Drought tolerant plant material will be utilized to create a layered landscape base. Plants that reinforce the architectural character of the Gateway such as native grasses, Agaves and other larger succulents and colorful xeriscape plants will provide a sustainable focal landscape treatment. Vertical planting around the Euclid Gateway monuments will be avoided, allowing for the towers to be set against the backdrop of the master planned streetscape trees within the neighborhood edges of Euclid Avenue and Edison Avenue. Refer to ***Figure 5.6*** Euclid Gateway Concept.

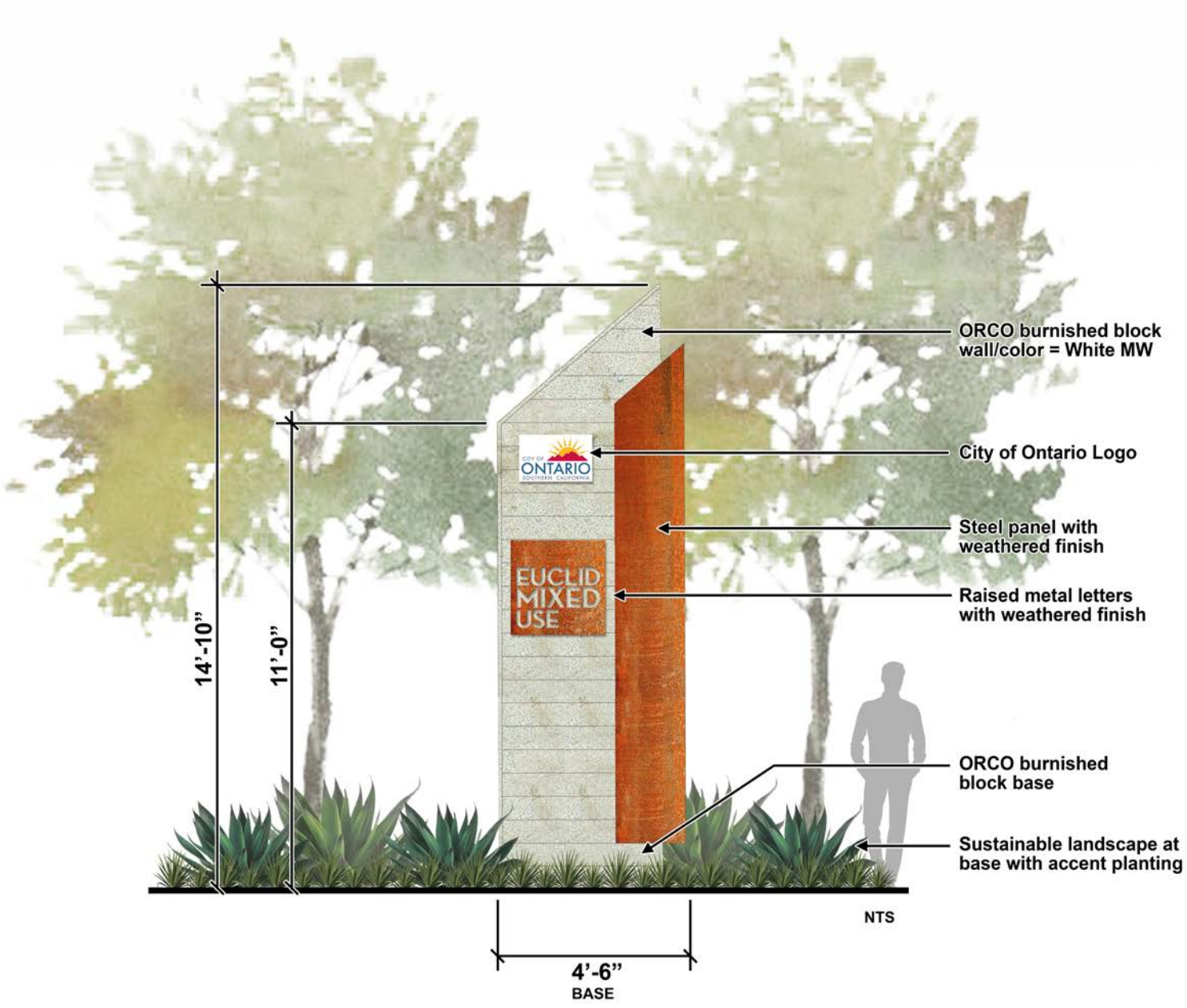


FIGURE 5.6 EUCLID GATEWAY CONCEPT

5.1.3.7 Specific Plan Gateway

A secondary arrival monument is located near the southeast corner of the intersection of Euclid Avenue and Schaefer Avenue within the 50 ft. wide neighborhood edge at the north end of the Business Park District. This Specific Plan Gateway is smaller in scale and reflects a horizontal proportion that is compatible with the architectural form and character of the future Business Park development. Refer to ***Figure 5.7*** Specific Plan Gateway Concept.



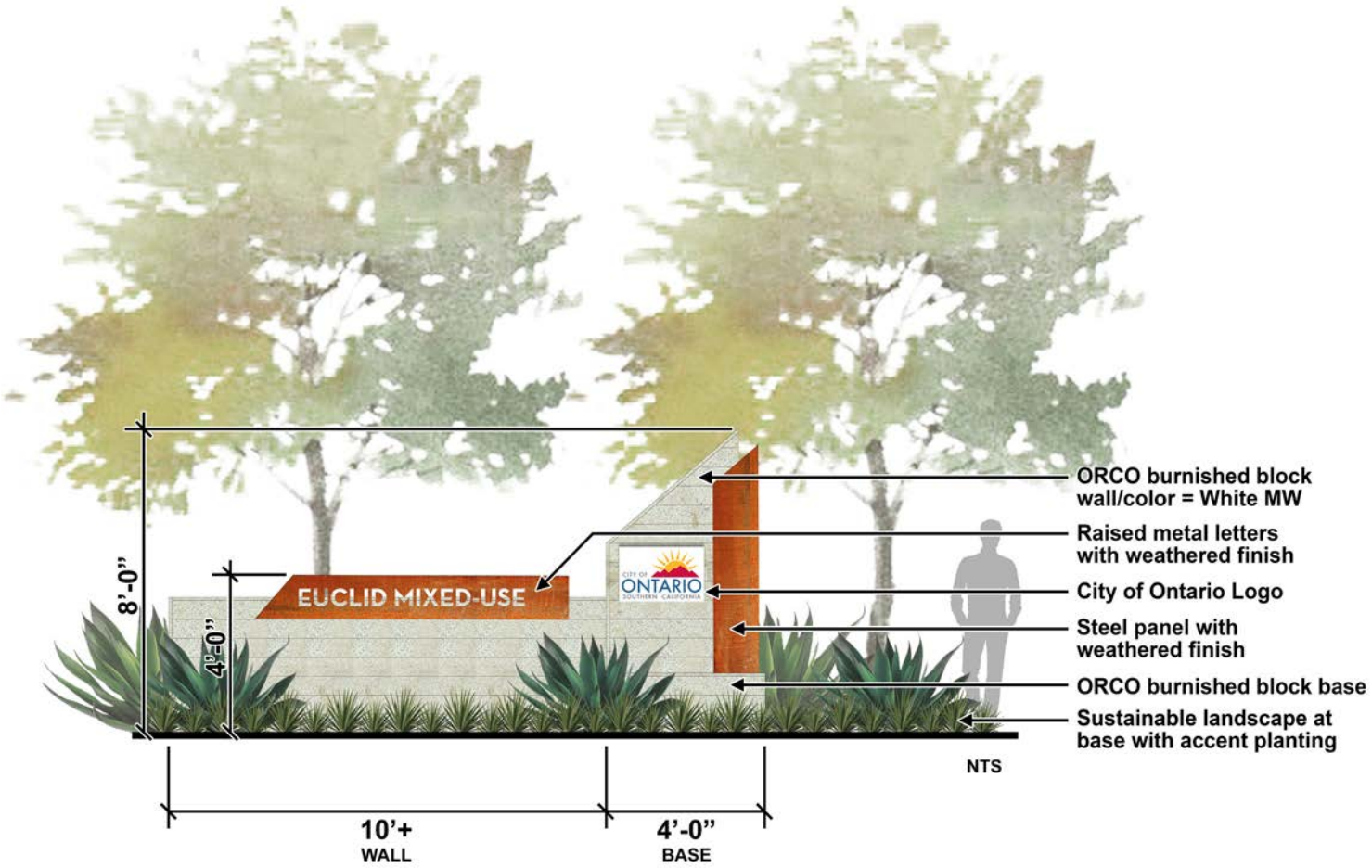


FIGURE 5.7 SPECIFIC PLAN GATEWAY CONCEPT

5.1.4 Plant Palette

The Plant Palette shown in ***Table 5.1*** establishes a base palette for the Specific Plan area and includes a variety of groundcovers, shrubs, ornamental grasses, and evergreen and deciduous trees. The selection complements the design theme of the Euclid Mixed-Use Specific Plan area and features water-efficient, drought-tolerant species native to the region. Similar plant materials may be substituted for the species listed in ***Table 5.1*** if the alternative plants are climate appropriate and enhance the thematic setting.

TABLE 5.1 PLANT PALETTE

BOTANICAL NAME	COMMON NAME	USE
Chilopsis linearis	Desert Willow	Tree
Chitalpa tashkentensis	Chitalpa	Tree
Cinnamomum camphora	Camphor Tree	Tree
Cupressus sempervirens	Italian Cypress	Tree
Heteromeles arbutifolia	Toyon	Tree
Juniperus s. 'Skyrocket'	Skyrocket Juniper	Tree
Koelreuteria bipinnata	Chinese Flame Tree	Tree
Lagerstroemia i 'Muskogee'	Crape Myrtle	Tree
Olea europaea	Olive	Tree
Pinus canariensis	Canary Island Pine	Tree
Pinus eldarica	Afghan Pine	Tree
Pistacia chinensis	Chinese Pistache	Tree
Platanus acerifolia	London Plane	Tree
Platanus racemosa	California Sycamore	Tree
Quercus agrifolia	Coast Live Oak	Tree
Schinus molle	California Pepper	Tree
Tristania conferta	Brisbane Box	Tree
Washingtonia filifera	California Fan Palm	Tree
Phoenix dactylifera	Date Palm	Tree
Acca sellowiana	Pineapple Guava	Shrub
Buxus j. 'Green Beauty'	Japanese Boxwood	Hedge
Callistemon 'Little John'	Dwarf Bottle Brush	Shrub
Carissa macrocarpa 'Tuttle'	Natal Plum	Shrub
Cistus 'Sunset Pink'	Sunset Pink Rockrose	Shrub
Dianella 'Little Rev'	Dwarf Dianella	Shrub
Dianella tasmanica	Dianella	Shrub
Dodonaea viscosa 'Purpurea'	Hopseed Bush	Shrub
Eleagnus pungens	Silverberry	Shrub
Leucophyllum f. 'Green Cloud'	Texas Ranger	Shrub
Ligustrum j. texanum	Texas Privet	Shrub
Pittosporum tobira 'Variegata'	Variegated Mock Orange	Hedge

BOTANICAL NAME	COMMON NAME	USE
Pittosporum t. 'Wheeleri'	Wheeler's Dwarf	Shrub
Rhaphiolepis i. 'Clara'	Indian Hawthorn	Hedge
Rhaphiolepis i. 'Springtime'	Indian Hawthorn	Hedge
Rhamnus californica	Coffeeberry	Shrub
Rhamnus c. 'Mound San Bruno'	Dwarf Coffeeberry	Shrub
Rosmarinus o. 'Tuscan Blue'	Rosemary	Shrub
Salvia c. 'Allen Chickering'	Allen Chickering Sage	Shrub
Salvia greggii	Autumn Sage	Shrub
Salvia leucantha	Mexican Sage	Shrub
Westringia fruticosa	Coast Rosemary	Shrub
Xylosma congestum	Shiny Xylosma	Hedge
Agave 'Blue Flame'	Blue Flame Agave	Accent
Aloe maculata	Soap Aloe	Accent
Aloe petricola	Stone Aloe	Accent
Aloe polyphylla	Spiral Aloe	Accent
Aloe striata	Coral Aloe	Accent
Echeveria 'Ruffles'	Ruffles Echeveria	Accent
Hesperaloe parviflora	Red Yucca	Accent
Acacia redolens 'Low Boy'	Dwarf Acacia	Groundcover
Baccharis p. 'Pigeon Point'	Dwarf Coyote Bush	Groundcover
Baccharis p. 'Centenial'	Coyote Bush	Groundcover
Carex pansa	California Meadow Sedge	Grass
Carex tumulicola	Foothill Sedge	Grass
Festuca mairei	Altas Fescue	Grass
Festuca o. 'Glauca'	Blue Fescue	Grass
Lonicera j. 'Halliana'	Hall's Honeysuckle	Groundcover
Muhlenbergia capillaris	Pink Muhly	Grass
Myoporum parvifolium	Myoporum	Groundcover
Rosa 'Flower Carpet' - Red	Red Flower Carpet Rose	Groundcover
Rosmarinus o. 'Huntington Carpet'	Prostrate Rosemary	Groundcover
Salvia 'Bee's Bliss'	Bee's Bliss Sage	Groundcover
Senecio mandraliscae	Blue Fingers	Groundcover
Sesleria autumnali	Moor Gras	Grass
Trachelopspermum jasminiode	Star Jasmin	Groundcover
Distictus buccinatoria	Blood-red Trumpet Vine	Vine

5.2 Business Park Guidelines

The following Design Guidelines have been developed to ensure a quality-cohesive design structure for Business Park development in the Euclid Mixed-Use Specific Plan. They will provide the City with the necessary assurances that the Specific Plan will develop in accordance with the appropriate design quality and character.

The design guidelines are intended to be flexible and illustrative in nature, with the capability of responding to unanticipated conditions, the market and design trends, while maintaining the following overall objectives:

1. To secure the long-term vitality of The Ontario Plan by implementing its objectives, policies and principles.
2. To provide the City with the necessary assurances that the Specific Plan area will develop in accordance with the design quality and character proposed herein.
3. To serve as design criteria for developers, builders, engineers, architects, landscape architects and other professionals in preparing plans for construction.
4. To lend guidance to the City staff, Planning Commission and City Council in the review and evaluation of future development projects in the Specific Plan area.
5. To provide for the development of Business Park uses which utilize the site's prime location to Ontario Airport.
6. To create a high quality Business Park development that attracts an array of businesses and provides employment opportunities to area residents.
7. To provide Business Park uses within the project boundaries which are compatible with surrounding uses.

5.2.1 Architectural Design

The building design, materials, colors, and textures establish its theme and character. Architecture shall be compatible and complementary with other buildings within the Specific Plan area; however, design diversity is encouraged to provide visual interest. Although development within Planning Area 1 and Planning Area 2 differ in building height and scale, similar design concepts apply as follows:

5.2.1.1 General Architectural Guidelines:

1. Ensure scale, massing, fenestration, materials, and colors are consistent with the building's architectural style and compatible with the overall design in the Specific Plan area.
2. Avoid blank walls by providing articulation on building elevations visible from a public right-of-way through elements such as cornices, parapets, expression lines, and changes in materials and/or colors.
3. Provide the greatest level of articulation on the front facades that are visible from the public rights-of-way and at the main entrances.
4. Design entry features as a significant aspect of a building's overall composition through massing, detailing, architectural treatments, and/or special materials and colors.
5. Employ recessed or covered building entrances to provide shade and visual relief.

6. Design office buildings, business parks, and office areas of warehouse buildings with an emphasis on the use of windows, architectural details, and building articulation.
7. Integrate the design of warehouse office areas into the overall building composition so they create powerful architectural statements and not visually disjointed "add-ons."
8. Employ a minimum of four different colors, materials, and/or textures on each building.
9. Avoid terminating a change in material or color at a building edge; instead, select a logical termination point in relation to the architectural features or massing.
10. Paint exposed downspouts, service doors, and mechanical screens the same color as the adjacent wall. Exposed downspouts are not permitted on elevations that front onto a street.

5.2.1.2 Site Design

Business Park developments in the Euclid Mixed-Use Specific Plan will allow for employment opportunities to be created for the City of Ontario and surrounding region. Residents of Ontario Ranch will have the ability to access employment not only by automobile but also via pedestrian multi-purpose trails along surrounding arterial streets.

Business Park uses should implement appropriate site planning, architectural and landscape design techniques to be complimentary to the adjacent land uses.

Site design should facilitate the intended functions of developed and open space areas and provide for appropriate interactions between buildings, activity areas, vehicular access, parking, pedestrian paths and bicycle travel.

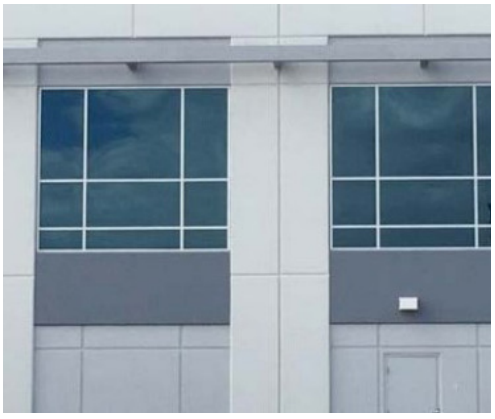




5.2.1.3 Building Orientation

Buildings within the Business Park area shall be designed to establish an attractive street character along the Specific Plan.

1. Provide a well-organized site plan that emphasizes pedestrian connectivity and attractive landscape areas for the public through the location and arrangement of buildings, circulation, and parking areas.
2. Buildings should be oriented to provide for an aesthetically pleasing streetscape edge along publicly visible edges including Euclid Avenue and Schaefer Avenue.
3. Building sides which are oriented to visible edges should provide more architectural detail and interest such as color blocking, material changes, windows, building wall offsets, pop-outs and architectural accent features to avoid long expanses of monotonous, blank, untreated walls.
4. Orient buildings towards street frontages to create an inviting public perimeter. Enhanced elevations shall be provided for buildings that front Euclid Avenue and Schaefer Avenue.







5. Provide visible pedestrian access to buildings from the street, parking areas, and perimeter sidewalks through signage, prominent architectural features, and landscape design.
6. Locate loading and storage areas away from streets when feasible, ensure adequate space for vehicle backing and maneuvering on-site, and provide adequate parking for loading vehicles so normal traffic flow is not impeded.
7. Orient and screen elements such as trash enclosures, loading bay doors, and service docks to minimize their visibility.
8. Locate service entrance to prevent conflict with front entry.
9. Place electrical rooms and transformers away from front entries and street views.







5.2.2 Landscape Design

Conceptual landscape plans encourage durable landscape materials and designs that enhance the aesthetics of structures, create and define public and private spaces, and provide shade and environmental benefits. The following guidelines ensure that landscaping plans within the Specific Plan area will comply with City of Ontario Landscape Development Guidelines.

5.2.2.1 General Landscape Guidelines:

1. Landscape and irrigate all areas of the site not covered by buildings, structures, paving, or impervious surfaces.
2. Design and grade projects to direct storm runoff from building roofs and paved areas into swaled landscape areas for retention/infiltration. Landscape areas may be used for storm water basins and swales at no greater than 40 percent of the available landscape area and may not obstruct the mature root zone of required tree locations.
3. Provide shade for expanses of paving, except with the SCE easement areas, with irrigated shade trees located in appropriate areas where space permits to reduce the impacts of heat gain.
4. Design parking lot landscaping to reduce associated heat buildup, improve aesthetics, and integrate with on-site landscape and adjacent streetscape.
5. Use landscaping to aid in the screening and buffering of mechanical equipment, trash collection areas, loading docks and outside storage areas from public view.
6. Show utilities on plan and keep utilities clear of required tree locations. Coordinate with the landscape plans. Utilities such as backflow devices and transformers shall be screened using landscaping that provides at least 75 percent coverage. Backflow devices and transformers shall be located at least 5 ft. from hardscape to ensure space for landscape screening.
7. Prepare landscape plans that meet the requirements of the Landscape Development Guidelines and provide for the efficient use of water. Plants shall be selected and planted based upon their adaptability to the climate and topographical conditions of the project site.
8. Select drought-tolerant plants such as colorful shrubs and groundcovers, ornamental grasses and succulents, evergreen and deciduous trees, and species native to Southern California or naturalized to the arid Southern California climate.
9. Incorporate water conservation features in landscape and irrigation plans.
10. Place a landscape planter island every ten parking spaces single row and one for every five spaces double row. Planter islands shall be at least 5 ft. in width exclusive of curbs and the length of the abutting parking space. Planter islands shall include at least one tree on every four spaces, appropriate shrubs, and groundcover. Parking areas located within the SCE easement areas or behind screen walls shall not be subject to this provision.

5.2.2.2 Buffering and Screening

To alleviate the unsightly appearance of parking, loading and service areas, buffering and screening design features should be used to enhance the overall development. Any proposed entry gates shall be reviewed and approved by the City of Ontario Traffic and Transportation Division prior to installation.

5.2.2.2.1 Parking Lots

1. Buffer parking lots adjacent to and visible from public streets using a combination of architectural wing walls, buildings, decorative screen walls, evergreen hedges, and landscape buffers.
2. Use plants for screening that are a minimum of 3 ft. tall at the time of installation.



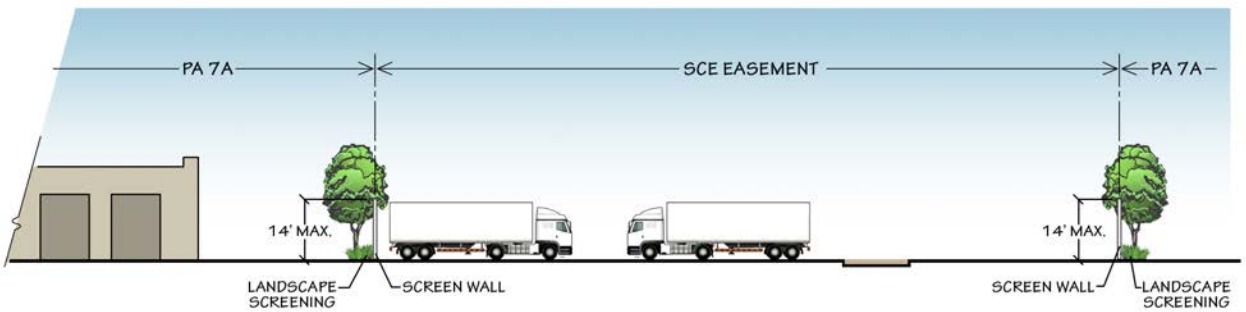


5.2.2.2.2 Loading and Service Areas (Truck Courts)

1. Screen loading docks and truck parking areas visible from Euclid Avenue, Eucalyptus Avenue, and Sultana Avenue. Screening may include portions of buildings and/or decorative walls. Landscaping and evergreen hedges shall be provided to soften screen walls.
2. Incorporate gated/screened entrances to loading areas into the overall architectural design of the development.
3. Design walls and fencing a minimum of 8 ft. high and a maximum of 14 ft. high, as measured from finished grade, to screen truck courts and hide views of the top of loading bays or trailers.
4. Utilize portions of a building, architectural wing walls, and/or landscaping to screen service areas.
5. Screen ground- and roof-mounted mechanical equipment from public view. Ground-mounted equipment shall be screened with decorative walls or landscaping. Building architecture shall be designed to screen roof-mounted equipment.
6. Ensure refuse containers are easily accessible by service vehicles yet screened from public view within the building's façade or within a walled enclosure.







5.2.2.3 Walls and Fences

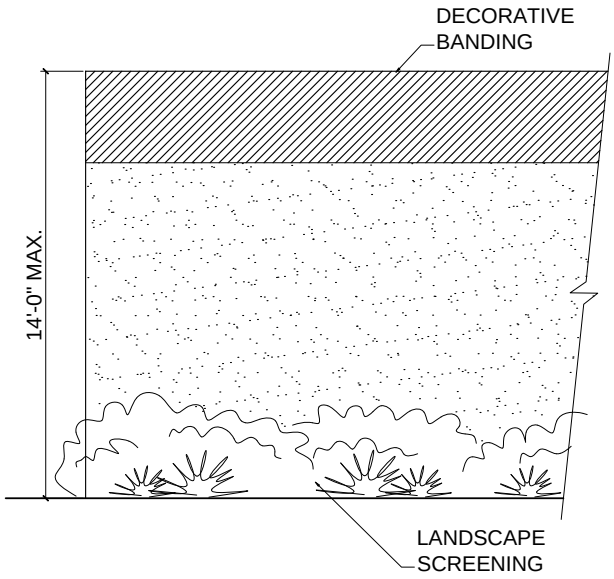
Walls and fences are an important design feature intended to both complement building and landscape architecture and provide functional elements. Any proposed entry gates shall be reviewed and approved by the City of Ontario Traffic and Transportation Division prior to installation and will be permitted only if approved.

Key provisions include:

1. Provide attractive, durable, and complementary wall and fencing materials consistent with the building design.
2. Offset and/or architecturally treat long expanses of wall surfaces along perimeter streets every 50 ft. with material changes, pilasters and posts, staggered walls, or landscape treatments to prevent visual monotony.
3. Soften the appearance of fencing with plants that reach the height of the wall or fence at maturity.
4. Construct sliding gates visible from a public street with tubular steel, vertical steel pickets, or high-density perforated metal screening painted to match or complement adjacent walls. Interior gates not visible to public view may be galvanized steel or chain link.
5. Prohibit chain link fencing visible to the public.

5.2.2.3.1 Solid Walls

a. Solid walls shall not exceed 14 ft. in height unless expressly required in a sound study conducted by a qualified acoustic engineer.
b. Walls facing and/or viewed by the public spaces shall be decorative in nature. Approved materials include concrete tilt-up walls with a decorative banding or finish detailing, split face block or stucco.
c. Walls along perimeter streets in excess of 50 ft. long shall include a decorative pilaster or horizontal plane break every 50 ft..
d. Wall materials and colors shall match or be in harmony with adjacent buildings or architectural features.

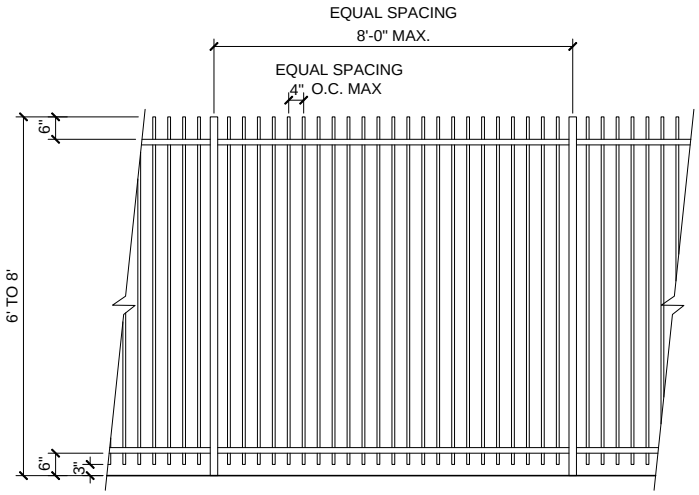


5.2.2.3.2 Perimeter Fencing

a. Perimeter fencing may be implemented along SCE easements, compatible land uses or where visual access is deemed appropriate.

b. Perimeter fencing shall consist of 6 to 8 ft. high tubular steel or aluminum fencing with or without vertical pickets. The maximum height of fencing installed along the SCE Easements within the interior of the Specific Plan area may be increased to 14 ft. to provide additional site security.

c. Perimeter fencing shall be black in color and appropriately treated to prevent rust. Alternative colors may be approved subject to approval by the Planning Director.



5.2.2.4 Lighting

Site lighting provides illumination for operations, safety, security, and ambiance in parking lots, loading dock areas, pedestrian walkways, building entrances, signage, and architectural and landscape features.

Key provisions include:

1. Choose lighting fixtures that complement the building architecture and promote consistency throughout the Planning Areas.
2. Install ground or low mounted fixtures to provide safety and convenience along pedestrian walkways, entrances, activity areas, steps, ramps, and special features.
3. Allow building-mounted accent lighting for general illumination, provided there is no light spill or distraction onto roadways or adjacent property. Plain shoebox or unshielded wall packs are not permitted.
4. Direct exterior lighting fixtures downward to avoid unnecessary light spill and glare.
5. Limit pole-mounted, building-mounted, or tree-mounted lighting fixtures to no more than 30 ft. in height to minimize light spill and glare.
6. Shield and direct pole-mounted lights away from public streets.
7. Ensure exterior lighting is consistent with the Chino Airport Land Use Compatibility Plan.
8. Design parking lot lighting to avoid placing fixtures in required tree locations.

5.2.2.5 Signage

Approval of a comprehensive sign program shall be required for development within the Specific Plan area. A sign program facilitates integration of signs with the overall site and building design to create a unified visual statement and provide for flexible application of sign regulations in the design and display of multiple signs.

Key provisions include:

1. Install an entry monument at the northeast corner of Euclid Avenue and Edison Avenue to identify the Ontario Ranch and the Euclid Mixed-Use Specific Plan areas. Entry monuments shall be designed in accordance with City of Ontario Traffic and Transportation Guidelines for monument placement.
2. Employ signage to identify a center and tenants within a center, direct vehicular traffic, and provide on-site way-finding for pedestrians.
3. Employ signage to give directions to loading and receiving, visitor parking, and other special uses.
4. Provide a unifying sign theme in developments with multiple users.
5. Coordinate signage with the building design, materials, color, size, and placement.
6. Select signage with backlit or internally illuminated individual channel letters. Can-type box signs with translucent backlit panels are discouraged.
7. Avoid covering significant architectural elements with signage.
8. Position flush-mounted signs with respect to architectural features and align with signs on other buildings to maintain a pattern.
9. Place street address signs perpendicular to approaching vehicular traffic.
10. Ensure signage located within a landscaped planter is not blocked or damaged by plant materials.
11. Conserve energy by utilizing an automatic illumination shut-off mechanism when businesses are closed.
12. Construct signs from high quality materials and avoid exposed wiring, ballasts, conduits, fasteners, raceways, or similar hardware.





5.3 Mixed-Use Commercial/Office Guidelines

Euclid Mixed-Use Specific Plan allows for Commercial and Office developments within Planning Areas 3A and 3B along Euclid Avenue and Edison Avenue. These areas combine for approximately 19 acres and will be designed to create a place for surrounding residents to have access to shopping and employment opportunities nearby. Surrounding residents will have the ability to access services by foot, or ride their bicycles to work via pedestrian trails connecting the community to the overall Ontario Ranch and the rest of the City of Ontario.

The location of PA 3A and 3B along Euclid creates the opportunity for a major gateway monument. This gateway will provide a sense of place for the Euclid Mixed-Use area and will establish a cohesive development design character defining the western City boundary. In order to maintain an overall character of Euclid Mixed-Use area, combining Business Park and Mixed-Uses, future commercial and/or office development is expected to be developed with a compatible and harmonious quality.

These Commercial/Office Design Guidelines will help direct the development of the area to enhance the pedestrian experience that positively contributes to the character of Euclid Mixed-Use Specific Plan area. These guidelines are general in nature and are not intended to be strictly enforced rules, but as a tool in aiding the design process. Developers of future commercial and/or office projects will be required to submit Development Plans to demonstrate consistency with the Euclid Mixed-Use Specific Plan, including these Guidelines, for City approval.









5.3.1 Architectural Design

5.3.1.1 Guiding Principles

Guiding Principles for commercial/office design for Euclid Mixed-Use Specific Plan are:

Buildings should contribute to a qualitative nature of the overall neighborhood.

- Proper scale and proportions in massing and details should be used
- Pedestrian open spaces should be provided
- Massing and articulation should be varied
- Buildings shall be designed at a human-scale

Buildings should have an enduring quality.

- Design should draw inspiration from the rich and diverse Southern California architectural heritage
- Materials and colors typical to Southern California should be used
- Details and ornamentation should be authentic
- Design shall create an inviting place to shop and work









5.3.1.2 Site Planning

Orientation

Buildings should be oriented for optimal visibility from the street. Windows and entries should face the street avoiding blank walls dominating public views. Stores with entries not visible from the street may be oriented towards pedestrian open space and all primary entries should face onto a street or a connecting walkway.

Building clusterings are recommended to help define parking lot areas and encourage walking between stores. Building entries and storefronts should be positioned close to one another to reduce walking distances between them.

Driveways and Sidewalks

The site shall be provided with an adequate number of driveways to facilitate circulation and also reduce the traffic impact along the surrounding arterials. Pedestrian crossing distances should be minimized at driveways. All driveways and sidewalks shall be constructed per City Standards and to the satisfaction of the City Engineer. No decorative paving will be allowed in the public right-of-way unless otherwise approved by the City Engineer.

Street Frontage and Buildings

Streetside buildings, or those with no parking separating them from the street, should use windows and entry features to soften the building's appearance to the street.

Streetside Setbacks and Buildings

The sides of buildings along street edges shall be landscaped within the setback to soften the building's appearance as well as designed with windows or design elements.

Refuse Containers, Utility and Mechanical Equipment

Refuse containers and equipment shall be easily accessed by service vehicles. They shall be screened from view of the streets, parking lots, and connecting walkways through roof forms, walls and/or landscaping.

Screening details should incorporate elements that are compatible to the architectural style of the buildings. Proper landscaping, including trellises, may also help to screen these elements. Equipment and enclosures shall not be located near pedestrian walkways. Roof-mounted equipment shall be screened by the roof/ parapet.

Sidewalks

Sidewalks shall be located along natural pedestrian travel paths. Public sidewalks should be a minimum of 5' wide. All walkways shall be a minimum of 4 ft. wide and all walkways within developments in the Specific Plan area will comply withe ADA standards for accessibility.

5.3.1.3 Building Design

Massing

With larger buildings, appropriate massing becomes more important to maintain the human-scale of the development and create a visually pleasing environment. Bay windows, stepped buildings, height changes and setback variations between stores help to break up large buildings as well as indicate entries and store locations to customers. Tower elements or monumental features are encouraged at focal points, such as corners, plazas, major entrances, or where walkways meet streets.

Varying setbacks along the front façade of buildings are recommended to create small outdoor public spaces for pedestrians to gather and sit.

Roof Forms

Roof pitches shall be compatible to the architectural style of the buildings. Flat roofs should vary in height and be accompanied by cornice, trim or other accent features.

Arcades and Awnings

Outdoor arcades along store fronts are encouraged over pedestrian walkways. Arcades may be used to connect separate buildings providing a more pleasing experience for pedestrians. Trellises or awnings may also be used to create a covered walkway to protect pedestrians from the sun and rain.

Entry Design

Building entries shall be prominent and easily identified. Various elements can be used to enhance the entry features including massing variation, materials and color change, change in roof form, and awnings. For smaller retail buildings, part of a cluster or strip, arcades, awnings and simple signage may be acceptable as entries.

No signs shall be placed in the public right-of-way and shall be in accordance with City standards regarding corner site distance.

Design Flexibility

Retail spaces exceeding 30,000 s.f. should be designed with the flexibility to be divisible into smaller retail spaces, should future market demand change.

Façades that are visible from adjacent streets or walkways should display even greater visual interest by using architectural elements that break up the massing of large buildings, such as windows, arcades, awnings, porticos, and other architectural features.

Base and Top Treatments

Base and top treatments help to balance the “weight” of the building visually. Bases should appear to “ground” the building, while tops create a defined edge to the roofline. Possible treatment techniques are as follows:

Base:

- Natural materials
- Enriched landscaping with a mature height of at least 18”
- Pre-cast materials
- Other decorative, durable materials as approved by the City
- Thicker walls

Tops:

- Cornice treatments
- Roof overhangs with brackets
- Stepped parapets
- Textured materials - Colored “stripes” are not acceptable as the only treatment.

Exterior Materials

Recommended materials include, but are not limited to stucco, exterior plaster, brick, wood siding, tile, pre-cast concrete or stone. Exterior materials that appear pre-fabricated are not recommended.

Selected materials and detailing should have an enduring appearance. Foam products should be avoided at the pedestrian level.

Roof Materials

Roofing materials that are generally acceptable include standing metal seam, concrete tile, tile and slate or slate-like materials. Asphalt or wood shingles are prohibited.

Colors

Color selection shall be consistent with the selected architectural style.







5.3.2 Landscape Design

The Mixed-Use area of the Euclid Mixed-Use Specific Plan will be developed both architecturally and through landscape treatments to create a distinct community character and to ensure a cohesive aesthetic with the Business Park areas of the Specific Plan. The land plan encourages integration of the Business Park and Mixed-Use areas by providing for a consistent landscape treatments along the frontage on Euclid Avenue and Edison Avenue, while also incorporating a major gateway monument.

5.3.2.1 Minimum Landscape Requirements

1. Builder/developer shall refer to City of Ontario standards for the percentage of gross commercial site acreage required to be landscaped.
2. All areas of the site not occupied by buildings, parking or otherwise utilized shall be landscaped with groundcover, turf or tree materials from the community plant list.
3. Appropriate street trees should be utilized adjacent to street frontage integrating the site into the overall community setting.
4. Side yard and rear service yard use areas should be screened with a combination of a 6 ft. wall and dense landscape buffer. Tubular steel fencing and gates should be used adjacent to interior residential streets to control access points.
5. Accent tree entry planting should be incorporated at the site's vehicular access points.
6. No shrubs higher than 3 ft. and no tree canopy lower than 7 ft. as to allow officers on patrol the ability to view the business.
7. Plants by low-lying windows may have thorns as a deterrent.





Parking Areas

- Where a parking lot contains 10 or more parking spaces and is visible from a street, no less than 10% of the total area (excluding any perimeter landscaping), shall be landscaped. Such landscaping shall not be concentrated in any one location. A minimum of 50% of the plant material shall be canopy or shade trees and shrubs shall be 3 ft. high or less to provide clear visibility.
- All rows of parking spaces shall be provided with landscape islands at each row terminus to protect parked vehicles, ensure visibility, confine moving traffic to drive aisles and driveways, and provide space for landscaping. Within each row of parking spaces, landscape islands shall be placed one for every 10 spaces a single row and one for every 5 spaces double row to prevent more than 10 vehicles from being parked side-by-side in an abutting configuration. These landscape islands shall measure a minimum of 5 ft. in width, exclusive of curbs. Creation of large planting islands (tree groves) are encouraged as opposed to small pockets of individual trees.
- Planter islands for a single row of parking spaces shall be landscaped with at least one (1) tree for every 4 spaces and vegetative groundcover or turf. Planter islands for a double row of parking spaces shall contain not less than two (2) trees and vegetative groundcover or turf.
- Landscaped areas shall be delineated with a concrete curb which may have curb cuts to facilitate sheet flow runoff from parking lots to infiltrate the landscape planters.
- Parking area landscaping is required for the screening of large parking areas to limit their visual impact.
- When parking is located adjacent to a public street or interior residential street, a combination of landscaped berms and/or planting totaling 3 ft. high is to be used to screen views of parked cars.
- Wherever possible, pedestrian traffic should be separated from vehicular traffic by additional sidewalks. The parking lot should have crosswalks highlighted with decorative or varied texture paving.

5.3.2.2 Landscape and Open Space Design

Landscaping

Landscaping helps to soften the feel of the buildings and parking lot, while enhancing the visual aspect of the site. The following landscaping techniques may be used:

- Provide special landscaping treatment at all project and building entries.
- Provide shade/canopy trees within parking areas.
- Use plants to define outdoor spaces such as along edges, outdoor plazas, or pathways between parking and building entrances.
- Plantings shall provide a continuity of form across the entire project.

Site Accessories

Site accessories, such as recycling bins, bike racks, litter cans, planters, benches and transit shelters, should use materials and have an architectural character consistent with the overall project. These accessories should be graffiti-resistant with materials that are easy to clean and paint.

Connecting Walkways

Walkways within commercial and/or office areas of the Specific Plan shall connect the various buildings to each other and to the sidewalks along adjacent arterials. Use of trellises, landscaping, seating areas and building placement adjacent to one another will encourage pedestrian activity within retail areas. A typical walkway shall be a minimum of 6' wide. In large parking lots, pedestrian walkways shall be provided within the median of at least 1 parking aisle for 8 aisles of 20 stalls or more.

Pedestrian walkways that may also be used for emergency access must allow minimum clearance of 26' wide and 14' vertical clearance. Off-site connections shall be provided from the neighborhood center to Euclid Mixed-Use's residential development.





Outdoor Storage Areas

Outdoor storage areas should be incorporated into the design of a project to avoid visual impacts on the site. Outdoor storage areas shall be located away from the street, behind or to the side of buildings. Walls and landscaping shall be used to screen stored materials. Materials placed in front of buildings are not permitted.

Transit Shelters

Transit shelters should be incorporated into the design of neighborhood center. The design of transit related structures shall be integrated architecturally with the project through its color, materials and architectural style. Walkways shall be provided for easy accessibility by pedestrians moving to and from transit stops to the Neighborhood Center.

Fence and Wall Design

Except for security fencing adjacent to the SCE easements, chain-link fencing, barbed wire, corrugated metal fencing and tennis windscreens are not permitted. Fences and walls should be built with attractive, durable materials, including (but not limited to) wrought iron, textured concrete block, or formed concrete with reveals. Fences or walls should be consistent with architectural style, materials and designs used throughout the project.

Perimeter walls and fences constructed with commercial or office development adjacent to residential areas within the MIxed Used District shall not exceed a maximum height of 6 ft. unless required for noise attenuation or visual screening and approved by the Planning Director.

Walls over 6 ft. tall shall be an enhanced material/finish such as textured block/block patterns, enhanced textured or sculpted concrete walls or similar enhancement.

Along streets, walls and fences should not exceed 36” in height and long expanses of uninterrupted fences and walls should be avoided. Use of openings, planter boxes, material changes, pilasters or posts are acceptable. Openings shall be provided to connect walkways directly to the street avoiding long, inconvenient walking paths. These pedestrian portals should be announced by pilasters, trellis, special landscaping, or other features.

Lighting

On-site lighting standards shall provide adequate illumination throughout the site during the nighttime hours. Lighting fixtures shall be designed to be compatible with the architectural styles selected for the project. All light standards should have an attractive base and top.

Along pedestrian walks, lighting fixtures should not exceed 12’ in height and may include lighting within bollards. Pedestrian lighting shall provide appropriate illumination at a human scale without too much glare. Lighting within larger parking lots shall not exceed 25’ in height, providing enough visibility for customers and employees to walk safely to their vehicles. The same bulb type shall be used for all parking lot and pedestrian lighting fixtures within the development. Service area lighting should be positioned, so no bulbs can be seen from public view. Any street light within the public right-of-way shall be per City standards and to the satisfaction of the City Engineer.

5.4 Mixed-Use Residential Guidelines

The residential design concept for Euclid Mixed-Use seeks to blend the traditional architectural styles found in the surrounding region with contemporary lifestyles, building methods, technologies and materials. The specific architectural influences selected as appropriate for The Euclid Mixed-Use Specific Plan include Adaptive Spanish, Transitional Farmhouse and Modern Contemporary styles. The design aspects of each of these styles will be further described in the following guidelines.

5.4.1 Architectural Design

5.4.1.1 Guiding Principles

Guiding Principles residential design for Euclid Mixed-Use Specific Plan are:

1. Reinforce a unique and interesting architectural heritage as the community develops
2. Ensure compatible and complementary styles, colors, materials and detailing
3. Establish massing, setbacks and articulation which are appropriate and fundamentally sound
4. Create a neighborhood that effects historical relevance and timelessness
5. Provide design criteria that is adaptable and flexible to changing market desires

5.4.1.2 Architectural Influences

There are three Architectural Influences in the Mixed-Use Specific Plan:

1. Adaptive Spanish
2. Transitional Farmhouse
3. Modern Contemporary
4. Art Deco

Adaptive Spanish

History and Character:

The Adaptive Spanish style is an expression of historic European regional and Southwest American architectural styles. The design incorporates the simple massing and forms of Spanish estates and the simple forms such as arches, curved walls and recessed openings to emphasize the clean lines and simple detailing, typical of modern building design to develop more contemporary interpretation that reflects Southern European influences. This style includes interpretations of Spanish, Monterey, and Santa Barbara architecture.

General Attributes:

- Simple building massing to reinforce the intended historic style.
- Large simple hip and gable roofs with mission tile. Accent parapet/flat roofs allowed.
- Smooth stucco finish with deep recesses or pop-outs.
- Square or vertically proportioned windows with simple or no trim details.
- Light exterior building colors with contrasting details such as wood trim/fascias, window frames, and doors.
- Simple accents such as extended rafters, window shutters and wrought iron details.







Transitional Farmhouse

History and Character:

The Transitional Farmhouse style is an interpretive style based upon early American architecture. The design inspiration uses modern building forms and construction materials to develop more contemporary designs to reflect the character of a typical Midwestern town from an simpler time period. The Transitional Farmhouse style incorporates clean lines and simplified architectural detailing to reinforce the intended aesthetic character. This style includes interpretations of Colonial and American Traditional vernaculars.

General Attributes:

- Vertical building massing to reflect historic building forms.
- Simple gable roof planes, including symmetrical and asymmetrical forms/pitches and limited flat roofs.
- Flat roof tile or architectural shingle roof materials.
- Horizontal or vertical siding or stucco finish with limited masonry accents.
- Predominately vertically proportioned windows with simple or trim. Decorative window shutters.
- Contrasting exterior building shades with accented details such as fascias, shutters, window frames, doors and gable detailing.







Modern Contemporary

History and Character:

Modern or contemporary design integrates traditional concepts about residential design with a revivalist interpretation, using current construction materials to develop more functional designs that reflect the surrounding climate and environmental considerations such as solar aspect, etc. Modern Contemporary architecture uses horizontal building proportions with vertical accent forms. This style incorporates minimal ornamentation and clean, simplified architectural detailing. This style includes contemporary architecture such as International, Mid Century Modern and Art Deco interpretations.

General Attributes:

- Building massing to reinforce the intended period style.
- Large simple roof planes, including asymmetrical roof forms and limited flat roofs.
- Horizontal siding or smooth stucco finish.
- Square or vertically proportioned windows with simple or no trim details.
- Light exterior building shades with contrasting details such as wood trim/fascias, window frames, doors and simple window shutters.
- Wall plane breaks and massing forms with accent materials.
- Utilize window accents such as awnings and window framing to add visual interest and shade.







Art Deco

History and Character:

The Art Deco style, including the Moderne style, became popular in the mid 1920's, combining elements of contemporary architecture with elements of the decorative arts movement.
This design, utilized a repetition of building massing and fenestration using form and decorative patterns. Art Deco architecture uses strong colors and geometric shapes with accenting vertical forms and utilizes clean, simplified architectural detailing. This style includes contemporary sub-styles such as such as Art Moderne and Streamline styles.

General Attributes:

- Symmetrical building massing and aerodynamic forms to reinforce the intended character.
- Narrow, simple building cap elements or curved roof forms, including projecting roof forms and the use of flat roofs.
- Accent siding or decorative panels or smooth stucco finish.
- Predominantly vertically proportioned windows with simple or no trim details.
- Bold exterior accent colors on muted building with contrasting highlighted elements such as metal trim/fascia detailing, simple window and door frames and use of glass block.
- Wall plane breaks and massing forms with accent materials.
- Horizontal window canopies used to add visual interest and horizontal elevation changes.







5.4.1.3 Building Design

Massing

Building massing shall be appropriately scaled to the sensitive surrounding uses. The composition of the building mass shall include the incorporation of one and two story elements into three to five story buildings, variable setbacks along building elevations to minimize large unarticulated building façades, and the development of four-sided elevations through articulation and detailing.

Roof Forms

Roof forms are critical in creating interest to the building mass. Roof forms and material finishes help blend the structures into the landscape through shadow patterns, texture, color variations and visual interruption of vertical walls and planes. Visible roof forms, lines and ridges should be varied. Architectural features, materials and roof pitches should be consistent with each style.

Window and Doors

The window treatment should be consistent with the style of architecture. Appropriate window treatments such as recessed windows, windows with divided lights/multi-paned windows, rectangular or arched forms should be incorporated into all visible primary windows to reinforce the building character.

Window sizing and scale must be consistent with the architectural character and building massing. Decorative elements such as shutters should be properly sized to the window opening.

5.4.2 Landscape Design

Residential Landscape Design Guidelines describe the key elements of the proposed landscape treatments for residential development within the Euclid Mixed-Use Specific Plan area, which will develop over several years. These guidelines will help maintain a consistent design theme in a high quality, visually attractive and resource efficient framework.

The objectives of these Landscape Design Guidelines are:

1. To provide guidance to developers and builders, as well as to engineers, architects, landscape architects and other professionals, as to the quality and character of the landscape treatment within the Euclid Mixed-Use Specific Plan.
2. To assure the City of Ontario that Euclid Mixed-Use area will develop in accordance with the guidelines provided herein.
3. To provide guidance to City decision makers in the review of future residential development projects in Euclid Mixed-Use Specific plan.
4. To provide guidance in formulating Covenants, Conditions and Restrictions.

These Landscape Design Guidelines are intended to be flexible and are, therefore, illustrative in nature. As a flexible document, the guidelines can, over time, accommodate changing community desires, economic conditions and the marketplace.

5.4.2.1 Minimum Landscape Requirements

1. Landscaping in public areas should reflect the overall design character and landscape treatment to reinforce a comprehensive and unified “sense of place” and quality of appearance established by the Euclid Mixed-Use Specific Plan and these Guidelines.
2. All City maintained landscaping shall be consistent with the City of Ontario Landscape requirements and the Ontario Ranch Streetscape Master Plan.
3. Private streets, drives and common landscape areas shall be consistent with the City Of Ontario landscape requirement and this Specific Plan.
4. Private streets and drives within residential neighborhoods where garages and parking stalls do not front onto the drive shall be designed to accommodate pedestrian accessibility. A 4 ft. minimum landscaped parkway should be provided along unloaded private streets and drives where walkways occur.
5. Landscaped areas should be designed to be as water-efficient as possible and shall be irrigated with automatic systems using recycled water.
6. Turf areas should be limited to open areas such as gathering spaces or play areas and should not be used in landscape parkways and slope areas.
7. Parking areas shall provide a minimum 9 ft. wide planting island to allow for the long term sustainability of appropriate tree species.
8. Trash enclosures shall be located with minimum 5 ft. wide planting areas to allow for vertical shrubs/hedges to soften the enclosure walls.

5.4.2.2 Common Area Landscape Design

Landscape design is an important element within residential neighborhoods. Landscaping helps to soften walls and building edges and enhances and reinforces the overall architectural character of the neighborhood. Landscaping design should accentuate building entries, identify walkways and support wayfinding and accessibility to open space and amenities, provide shade for walkways and parking areas and provide a visual continuity within the neighborhood and the surrounding uses in and around the Euclid Mixed-Use Specific Plan area.

Neighborhood Connectivity

Connectivity between residential neighborhoods and other compatible uses within the Euclid Mixed -Use Specific Plan should be encouraged at a pedestrian level and should also consider bicycles and other non-vehicular modes of travel. Pedestrian walkways should be designed to be safe and efficient and should be shaded by trees wherever feasible.

An SCE easement (PA 5) extends in an East/West direction through the Specific Plan area separating the Business Park District and the Mixed-Use District. This easement may provide an opportunity for additional pedestrian and bicycle connectivity within the Euclid Mixed-Use Specific Plan area.

Parks/Open Space

Residential developments within the Euclid Mixed-Use Specific Plan shall provide park areas for recreational amenities on-site and also provide private open space for each unit.

- On site parks will be provided to meet the needs of future residents. A minimum of 2.0 acres/1000 residents shall be provided within the residential neighborhood per The Ontario Plan.
- Onsite parks shall be at least 0.25 acres in size with a minimum dimension of 30 ft. wide.
- Parks and recreational amenities shall be designed to be visible from internal streets. Residential units should be oriented to face “eyes” onto parks and common open spaces.
- Private open space shall be provided for all residential units:
  - Ground floor units with patios shall be required to provide 140 s.f. of private open space per unit with a minimum dimension of 5 ft..
  - Units on upper floors and ground floor units without patios shall provide a minimum of 50 s.f. of private enclosed open space such as a courtyard or balcony with a minimum dimension of 5 ft.

Parking Areas

Resident and guest parking should be conveniently located within each individual neighborhood. Parking areas should be softened with landscaping and shaded by trees to enhance the aesthetic character and reduce heat gain associated with paved areas.

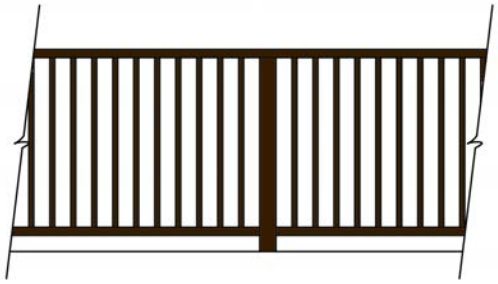
- Residential parking lots shall be designed to screen parked cars from adjacent public streets. Acceptable screening methods include any combination of decorative walls, landscape berms and evergreen plant material.
- Parking spaces shall be limited to 8 or less spaces in a row. A landscape planter shall be installed to accommodate a shade tree in parking areas.

- Landscape planters should be provided at cross-walk locations.
- Pedestrian accessibility and connectivity should be facilitated within parking areas. Decorative paving should be utilized at crosswalks and where walkways and parking driveways intersect.

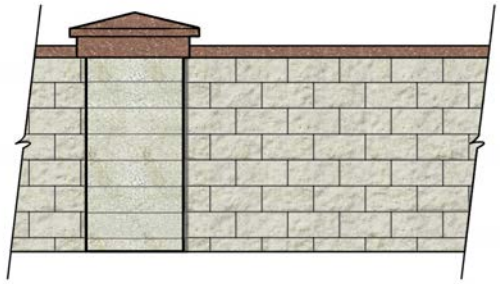
Fence and Wall Design

Community fences and walls are design features which can help unify the landscape character within a planned area. Perimeter community fences and walls within the Euclid Mixed-Use Specific Plan shall reflect a design aesthetic that will coordinate the varied uses allowed in the Business Park and Mixed-Use Districts. Community walls and accent pilasters will utilize colors and material that are compatible with the Gateway monuments. Community pilasters will mirror the simple forms, durable materials and clean lines and details of the Gateways. Within the Specific Plan area, all visible perimeter walls within the Mixed-Use District shall be consistent with the approved Community Wall detail below. Interior residential walls should be compatible in design and color of the overall wall treatment within the Euclid Mixed-Use Specific Plan area.

Community Fences will be tubular steel with a simple vertical picket design with a top rail and minimal ornamentation per the Community Fence detail below. The fence color will be compatible with the approved Community Pilasters. See Community Pilaster detail below.



TUBULAR STEEL VIEW FENCE
Open tubular steel fencing is typically utilized in rear yards where view preservation is desirable.



COMMUNITY THEME WALL AND PILASTER
Community theme wall with colored block pilaster along project perimeter.



COMMUNITY THEME WALL
Community theme colored split-face block wall along project border.

Landscape Lighting

Landscape and other exterior lighting within the Euclid Mixed-Use Specific Plan shall be designed to be compatible and reflect a unified design character. Landscape lighting in residential neighborhoods should reflect a contemporary design and maintain a uniformity in style material and color.
Direction signs and address signage shall be back-lit or directly illuminated. All walkways and open space areas will be illuminated to provide a safe and inviting experience for pedestrians. Pathway lighting shall be low voltage.

6. SPECIFIC PLAN IMPLEMENTATION

This section of the Specific Plan summarizes the process for implementation of the Euclid Mixed-Use Specific Plan and provides for the orderly development of the Specific Plan area.

6.1 Applicability

The provisions, guidelines, and regulations contained within this Specific Plan provide the standards for land uses and development within Euclid Mixed-Use Specific Plan area. The Specific Plan supersedes the development standards and regulations of the Ontario Development Code, unless stated otherwise in this document. Whenever the provisions development standards and regulations of the Specific Plan conflict with those of the Ontario Development Code, the Specific Plan shall take precedence. Where the Specific Plan is silent, the Ontario Development Code shall apply.

6.1.1 Definition of Terms

The definitions of terms used within the Specific Plan shall mean the same as the Ontario Development Code, unless otherwise noted.

6.2 Severability

The Specific Plan serves as the implementation tool for the City's Policy Plan (The Ontario Plan). In the event that any provision of this Specific Plan or its application to any person or circumstance is held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct and independent, and shall not affect the validity of the remaining provisions of this Specific Plan or applications thereof, which can be implemented without the invalid provision or application.

6.3 Interpretation

If a condition or situation occurs that is not sufficiently covered or provided for in this Specific Plan, those that are applicable for the most similar issue, condition, or situation shall be used. Any interpretation of a condition or situation concerning the content or application of the Specific Plan shall be resolved by the City Planning Director in a manner consistent with the goals, policies, objectives, and intent established in the Specific Plan.

6.4 Consistency with Other Plans and Regulations

This sub-section discusses consistency of the Specific Plan with other relevant plans and regulations including The Ontario Plan, Ontario International and Chino Airport Compatibility Plans, State of California building Codes and CEQA.

6.4.1 Consistency with The Ontario Plan

No land use, activity, or facility shall be permitted that is inconsistent with the objectives, policies, general land uses, and programs of The Ontario Plan, as amended. The Euclid Mixed-Use Specific Plan entitlement application proposes land use designations of Business Park and Mixed-Use development consistent with The Ontario Plan 2050.

6.4.2 Consistency with Airport Land Use Compatibility Plans

Projects located within the Specific Plan area are subject to the restrictions and provisions of the Airport Land Use Compatibility Plans prepared for Ontario International Airport and Chino Airport.

6.4.3 Consistency with California Building Code

Projects located within the Specific Plan area must comply with the State of California Building Code as adopted and implemented by the City of Ontario.

6.4.4 Consistency with CEQA

The City of Ontario is defined as the lead agency under the California Environmental Quality Act (CEQA) based upon its authority to approve this Specific Plan. Concurrent with approval of this Specific Plan, the City Council will be required to certify the associated Environmental Impact Report (EIR), including a Mitigation Monitoring and Reporting Program to ensure that all approved EIR mitigation measures are implemented. The Planning Director shall be responsible for confirming that mitigation measures have been implemented through each project's approved plans.

6.5 Specific Plan Revisions

It is recognized that modifications to the text or exhibits of this Specific Plan may be warranted in the future to accommodate unforeseen conditions or events. Revisions shall be processed in a manner prescribed by the City of Ontario Planning Department pursuant to the provisions in this section.

6.5.1 Minor Modifications

Minor modifications to the Specific Plan will be processed administratively without the submission of a formal Specific Plan Amendment application and will not require a public hearing or review by the Planning Commission. The Planning Director shall have the authority to review and make a determination of approval, approval with conditions, or denial of a request for minor modification to the Specific Plan. The Planning Director may, at his/her discretion, refer any such request to the Planning Commission or the City Council.

Minor modifications are defined as:

1. Expansions or reductions to a Planning Area boundary or acreage, provided that the total acreage within each affected Planning Area is not modified by more than 20 percent.
2. An increase in maximum building area for single- and multi-tenant buildings of up to 15 percent, provided that the maximum square footage for the Planning Area established by this Specific Plan is not exceeded.
3. A modification of up to 20 percent of a project's required minimum lot area, minimum lot dimensions, or setback if compatible with the surrounding land uses and consistent with the overall design character of the Euclid Mixed-Use Specific Plan.
4. Additions, deletions, or modifications to ***Table 4.1***, Allowable Uses, which lists the permitted and conditionally permitted uses in the Specific Plan area, provided the Planning Director determines the changes to be consistent with the objectives and intent of the Specific Plan.

5. Minor modification of conceptual design criteria for architectural features and materials, landscape treatments, lighting, signage, and sustainable design strategies.
6. Revisions to roadway alignment when the change results in centerline shift of less than 250 ft.
7. Revisions to infrastructure facility sizing and precise location for dry utilities, water, sewer, and Storm Drain improvements subject to approval of the City Engineer.
8. Changes to the Phasing Plan, provided infrastructure is available to serve the phase as determined by the City Engineer.
9. Revisions to exhibits in the Specific Plan that do not substantially change its intent or character and modifications to the Specific Plan text to those listed above, which are deemed minor by the Planning Director and conform to the purpose and intent of this Specific Plan and The Ontario Plan 2050.
10. Any modifications to land use, planning areas, densities, or infrastructure that does not result in an increase to water demands in any single water pressure zone or an increase in sewer wastewater generation in any single sewer tributary subarea.
11. Revisions to Land Uses within the Specific Plan area to allow consistency with TOP Land Use Plan updates.

6.5.2 Specific Plan Amendments

Proposed changes to this Specific Plan that do not meet the criteria for a Minor Modification will be subject to a formal Specific Plan Amendment application process pursuant to the Ontario Development Code and California Government Code Section 65450. If the proposed amendment requires supplemental environmental analysis pursuant to CEQA, the applicant will adhere to the City's adopted procedures and CEQA Guidelines.

6.6 Subdivision Maps

Development within the Specific Plan area may require the processing of tentative and final tract or parcel maps and/or lot line adjustments or mergers. Subdivision maps and lot changes shall be reviewed and approved pursuant to the Ontario Development Code and other applicable City codes and regulations, California Government Code Section 66410 (Subdivision Map Act), as well as the provisions of this Specific Plan.

6.7 Development and Land Use Review Procedures

Review procedures for development and land use within the Specific Plan area shall be as provided in this Specific Plan and in accordance with the Ontario Development Code.

6.7.1 Development Plan Review

Development proposed within the Specific Plan area will be subject to Development Plan review pursuant to the Ontario Development Code. The review is intended to ensure compliance with the provisions of this Specific Plan, protect the integrity and character of the physical composition of the City, and encourage high quality development.

6.7.2 Conditional Use Permit

A Conditional Use Permit is required for uses deemed "conditionally permitted" in ***Table 4.1*** (Allowable Uses). Applications for a Conditional Use Permit will be processed pursuant to the Ontario Development Code.

6.7.3 Administrative Use Permit

An Administrative Use Permit is required for uses deemed "administratively permitted" in ***Table 4.1*** (Allowable Uses). Applications for an Administrative Use Permit will be processed pursuant to the Ontario Development Code.

6.7.4 Appeals

Appeals of decisions of the Development Advisory Board, Zoning Administrator, Planning Director or the Planning Commission regarding implementation of this Specific Plan may be made by the applicant or other aggrieved party pursuant to Division 2.04 of the Ontario Development Code.

6.8 Development Agreement

Approval of a statutory development agreement authorized pursuant to California Government Code Section 65864 et seq. is required by this Specific Plan. The Development Agreement shall include, but not be limited to, methods for financing, acquisition, and construction of necessary infrastructure. The Development Agreement shall be fully executed prior to recordation of the first Final Map.

6.9 Specific Plan Phasing

Implementation of this Specific Plan is anticipated to occur in two phases, as discussed in Section 3.11, Phasing Plan:

- Phase 1: Construction of Planning Areas 1, 2 and 3A.
- Phase 2: Construction of Planning Area 3B.

These phases may be developed as sub-phases and/or occur sequentially/concurrently with one another.

All of the Specific Plan required infrastructure by Section 3.3 (***Figure 3.10***) for Potable Water, Section 3.4 (***Figure 3.12***) for Recycled Water, and Section 3.5 (***Figure 3.14***) for Sewer Phasing will be determined per separate Development Agreement.

6.9.1 Phasing Objectives

Development phasing shall meet the following objectives:

1. The orderly build-out of the project based upon market and economic conditions;
2. The provision of adequate parking, infrastructure, and public facilities concurrent with the development of each phase; and
3. The protection of the public health, safety, and welfare.

6.9.2 Findings for Modification of the Phasing Plan

The Planning Director shall have the authority to approve modification of the Phasing Plan, subject to the following findings:

1. The modification is consistent with the Policy Plan (The Ontario Plan);
2. The modification will not adversely affect the implementation of the Specific Plan;
3. The modification will not be detrimental to public health, safety, and general welfare; and
4. The modification will not delay the construction of infrastructure improvements necessary to serve the development.

6.10 Maintenance Plan

Final determination of maintenance responsibilities for the public and private improvements constructed in association with this Specific Plan shall be specified in the approved Development Agreement, which shall be executed prior to recordation of the first Final Map. However, it is anticipated that maintenance shall be generally shared by three entities as described below and outlined in ***Table 6.1***, Maintenance Responsibilities.

6.10.1 City of Ontario, Community Facilities District & other Special District

The establishment of a community facilities district, landscape and lighting district, or other special district to fund the maintenance of public facilities shall be at the City's discretion. It is anticipated that public maintenance shall include the following:

1. Right-of-way for public streets, sidewalk, landscape, and traffic signals within the Specific Plan area (Euclid Avenue, Schaefer Avenue, Edison Avenue and Sultana Avenue) shall be dedicated to the City of Ontario per the provisions of this Specific Plan (Section 3, Development Plan) and as approved by the City Engineer.
2. Landscape improvements and public street lights within the public right-of-way and neighborhood edge shall be maintained through a landscape and lighting district or other special maintenance district established by the City.
3. The City shall maintain off-site infrastructure improvements, including water, recycled water, sewer, Storm Drain facilities and city broadband communications after they are accepted by the City.
4. The City shall maintain NPDES facilities located within the curb-to-curb area of public streets after they are accepted by the City. Operation and maintenance requirements for NPDES storm water runoff source control and treatment control Best Management Practices shall be identified in the approved Water Quality Management Plan for the project.

6.10.2 Property Owners Association

A Property Owners Association (POA) shall be established for the maintenance of common areas, including such improvements as on-site landscape areas and parking and drive aisles within Euclid Mixed-Use. It is anticipated that improvements maintained by the POA will include the following:

1. Driveways;
2. On-site open spaces, on-site landscape areas, common areas, parking lots, and walkways;
3. Landscaping within setback/landscape buffer areas along Sultana Ave;
4. NPDES facilities within landscape setbacks and on-site common areas;
5. Property identification signage and architectural elements located within the landscaped buffer; and
6. Fencing and walls, including graffiti removal.
7. Water, sewer, recycled water facilities and Storm Drain facilities located on-site shall be constructed by the developer and are considered privately owned and maintained by property owners or Property Owners Association, however the Property Owners Association shall maintain permanent on-site water quality basins, trenches, swales and biotreatment filters required by the San Bernardino County MS4 Permit and Water Quality Management Plan.

TABLE 6.1 MAINTENANCE RESPONSIBILITIES

AREA OF RESPONSIBILITY	CITY OF SPECIAL DISTRICT	PROPERTY OWNERS ASSOCIATION	UTILITY
Master Planned Roadways: Euclid Avenue, Schaefer Avenue and Edison Avenue			
Curb-to-curb improvements	X		
Behind the curb improvements - landscaping within the public right-of-way (parkways), sidewalks and neighborhood edge	X		
Other Improvements			
Traffic Signals and Traffic Control Signs on public streets	X		
Streetlights in the public right-of-way	X		
Drive aisles		X	
On-site parking areas		X	
Common open space		X	
Landscaping within setback/landscape buffer areas		X	
Monument signage		X	
Walls and fences		X	
Stormwater drainage/water quality control facilities within the curb-to-curb area of public streets	X		
Stormwater drainage/water quality control facilities behind the curb		X	
Water, recycled water, and sewer infrastructure in the public right-of-way	X		
Dry utilities: electricity, natural gas, communication systems			X

7. CONSISTENCY WITH THE ONTARIO PLAN

California Government Code (Title 7, Division 1, Section 3, Article 8, Section 65440- 65457) permits the adoption and administration of Specific Plans as an implementation tool for elements contained within a jurisdiction's local General Plan. Approval of the Euclid Mixed-Use Specific Plan is based on the finding that the regulations, guidelines, and programs contained within this Specific Plan are consistent with The Ontario Plan. The Ontario Plan establishes the direction and vision for the City of Ontario and provides a single comprehensive document to shape its future. The Ontario Plan provides for policies to accommodate change over its 30 year lifespan. The Ontario Plan consists of a six part Component Framework: 1) **Vision**, 2) **Governance Manual**, 3) **Policy Plan**, 4) **City Council Priorities**, 5) **Implementation**, and 6) **Tracking and Feedback**.

The following sections demonstrate how the Ontario Ranch Mixed-Use Specific Plan implements the goals and policies of the City's Policy Plan (General Plan).

7.1 Land Use Element

GOAL LU-1:

A community that has a spectrum of housing types and price ranges that match the jobs in the City and that make it possible for people to live and work in Ontario and maintain a quality of life.

Policy LU-1.1 Strategic Growth

We concentrate growth in strategic locations that help create place and identity, maximize available and planned infrastructure, foster the development of transit, and support the expansion of the active and multimodal transportation networks throughout the City. (Link to Mobility Element Policies M2-M-2.1, M3-M-3.3; Community Design Element Image and Identity Section; Community Design Policies CD-3.1, CD-3.3, CD-3.6)

The Euclid Mixed Use Specific Plan encourages concentrated development including high density residential neighborhoods, office and business park employment uses and retail and mixed use centers along major arterial roadways where future transit stops, multi-use trials and bikeways are planned. The Design Guidelines in Section 5 encourage site planning criteria and architectural standards to create a unique and cohesive aesthetic character for the project area.

Policy LU-1.2 Sustainable Community Strategy

We integrate state, regional, and local Sustainable Community/Smart Growth principles into the development and entitlement process.

The Euclid Mixed-Use Specific Plan encourages the efficient use of energy resources in design, product selection, and operational techniques. The Design Guidelines in Section 5 address lighting, bicycle parking, sustainable landscaping, and sustainable design strategies. Landscape provisions

require the use of native drought resistant vegetation and shade trees to conserve water and reduce heat islands. The sustainable design strategies include design and construction of energy efficient buildings to reduce air, water, and land pollution and environmental impacts from energy production and consumption. Protecting water quality, reducing runoff, and reducing water demand for landscaping are promoted in the Development Plan in Section 3 through the recycled water plan and storm drainage facilities source control and treatment practices.

Policy LU-1.3 Adequate Capacity

We require adequate infrastructure and services for all development.

The Euclid Mixed-Use Specific Plan establishes a Phasing Plan that has been coordinated with affected infrastructure providers and ensures that uses on the project site will be adequately served. The Specific Plan requires infrastructure development to occur in a timely manner. Potable and recycled water, sewer, fiber optic communications, and storm drain infrastructure improvements that will ultimately serve the Specific Plan area are addressed in Section 3, Development Plan. Infrastructure and services will be consistent with City of Ontario infrastructure master plans and the approved development agreement.

Policy LU-1.4 Multimodal Mobility

We require development and urban design, where appropriate, that reduces reliance on the automobile and capitalizes on active transporttion, transit, electric vehicles, and multimodal transportation opportunities (Link to Mobility Element Policies M-2.1, M-3.3; Community Design Element Policy CD-2.6, CD-3.1, CD-3.3, CD3.6).

The Euclid Mixed Use Specific Plan requires the construction of multi-purpose trails along Euclid and Schaefer Avenues and public accessible sidewalk along Euclid, Schaefer and Sultana Avenues and Edison Avenue. These improvements are integral elements to create accessibility and mobility within the project site and surrounding area. The Specific Plan requires the location and construction of transit turnouts within the Specific Plan area.

Policy LU-1.5 Jobs-Housing Balance

We coordinate land use, infrastructure, and transportation planning and analysis with regional, county, and other local agencies to further regional and subregional goals for jobs-housing balance. (Link to Community Economics Element Policy CE-1.1; Mobility Element Policy M-1.6).

The Euclid Mixed Use Specific Plan requires all infrastructure needed to develop the property to be constructed per The City approved master plans as indicated in Section 5 of the Specific Plan. The Land Use Plan allows for up to 466 housing and a variety of employment generating land uses totaling over 1,676,886 S.F.to encourage a balance of jobs and nearby housing.

Policy LU-1.6 Complete Community

We incorporate a variety of land uses and building types in our land use planning efforts that result in a complete community where residents at all stages of life, employers, workers, and visitors have a wide

spectrum of choices of where they can live, work, shop and recreate within Ontario. (Link to Community Economics Element Complete Community Section; Community Design Element Urban, Mixed Use, and Transit-oriented Place Types Section).

The Euclid Mixed Use Specific Plan allows for up to 466 housing and over 1,676,886 S.F. of employment generating land uses to accommodate the design of a complete community with a balance of uses to allow a spectrum of choices for future employers, employees, residents and visitors. The allowable land uses will allow for a balanced plan to support Ontario residents in all stages of life.

GOAL LU-2:

Compatibility between a wide-range of uses and resultant urban patterns and forms.

Policy LU-2.3 Hazardous Uses

We regulate the development of industrial and similar uses that use, store, produce or transport toxic substances, air emissions, other pollutants or hazardous materials. (Link to Safety Element Hazardous Materials & Waste Section, including Policies S-6.4 and S-6.5).

Uses within the Euclid Mixed-Use Specific Plan are required to comply with federal, state, and local regulations pertaining to the use, storage, disposal, and transportation of hazardous materials, toxic substances, and other pollutants.

Policy LU-2.5 Regulation of Uses

We regulate the location, concentration and operations of uses that have impacts on surrounding uses.

The Euclid Mixed-Use Specific Plan land use plan contained in Section 3, Development Plan, utilizes the Business Park designation (Planning Area 1 and 2) and Mixed-Use designation (Planning Area 3) to buffer varied existing land uses located across Euclid Avenue within the City of Chino. Section 4, Land Use and Development Standards, restricts Planning Area 1 and 2 to smaller buildings along the Euclid frontage. Furthermore, the conceptual site plan for the business park places truck traffic ingress and egress and visible loading docks away from the existing residential uses.

Policy LU-2.6 Infrastructure Compatibility

We require infrastructure to be aesthetically pleasing and in context with the community character.

The Euclid Mixed-Use Specific Plan design guidelines (Section 5) are intended to support high-quality development that complements the surrounding community. Landscaped areas and drive entrances will be planned to separate parking areas and keep the parking lot from being the dominant visual element of the site. The Specific Plan also establishes landscape setback requirements (Section 4, Land Use and Development Standards) and conceptual streetscape design (Section 5, Design Guidelines) along all roadways within the Specific Plan area to create safe and attractive streets for pedestrians and motorists and ensure cohesive patterns of development.

Policy LU-2.9 Methane Gas Sites

We require sensitive land uses and new uses on former dairy farms or other methane-producing sites be designed to minimize health risks.

The Euclid Mixed-Use Specific Plan incorporates into its Implementation Plan (Section 6) requirements for the project to comply with any mitigation measures identified in the project Environmental Impact Report, including those for soil remediation and proper venting to address the potential existence of methane gases within the Specific Plan area.

Policy LU-2.11 Context-Aware Transitions and Connections

We require new development projects and land-planning efforts to provide context-aware and appropriate transitions and connections between existing and planned neighborhoods, blocks, sites, and buildings.

The Euclid Mixed Use Specific Plan includes the construction of multi-purpose trails along Euclid and Schaefer Avenues and public accessible sidewalks along Euclid, Schaefer and Sultana Avenues and Edison Avenue. These improvements provide transitions and connectivity to existing and planned neighborhoods.

GOAL LU-3:

Staff, regulations and processes that support and allow flexible response to conditions and circumstances in order to achieve the Vision.

Policy LU-3.1 Development Standards

We maintain clear development standards which allow flexibility to achieve our Vision and provide objective standards that ensure predictability and deliver the intended physical outcomes. (Link to Community Design Element Design Quality and Urban, Mixed Use, and Transit-oriented Place Types Sections).

The Euclid Mixed Use Specific Plan provides development standards intended to address the site and surrounding conditions and achieve the City's overall Vision for urban, mixed use and transit oriented land uses.

GOAL LU-4:

Development that provides short-term value only when the opportunity to achieve our Vision can be preserved.

Policy LU-4.1 Commitment to Vision

We are committed to achieving our Vision but realize that it may take time and several interim steps to get there.

The Euclid Mixed Use Specific Plan allows for phased development coordinated with infrastructure improvements. Interim and transitional uses are permitted in order to allow for planned development to occur to achieve the City's long term Vision for land uses.

Policy LU-4.3 Infrastructure Timing

We require that the necessary infrastructure and services be in place prior to or concurrently with development.

The Euclid Mixed Use Specific Plan requires the construction of all infrastructure needed to develop the property to be constructed per The City approved master plans as indicated in Section 5 of the Specific Plan.

GOAL LU-5:

Integrated airport systems and facilities that minimize negative impacts to the community and maximize economic benefits.

Policy LU-5.1 Coordination with Airport Authorities

We collaborate with FAA, Caltrans Division of Aeronautics, airport owners, neighboring jurisdictions, and other shareholders in the preparation, update, and maintenance of airport-related plans.

The Euclid Mixed Use Specific Plan will comply with all ALUCP requirements for the Ontario and Chino Airports as outlined in Section 2.3 of the Specific Plan and future development will be required to meet all requirements and procedures outlined by airport related governmental agencies .

Policy LU-5.2 Airport Planning Consistency

We coordinate with airport authorities to ensure The Ontario Plan is consistent with state law, federal regulations, and/or adopted master plans, and airport land use compatibility plans for ONT and Chino Airport.

The Euclid Mixed Use Specific Plan will comply with all ALUCP requirements for the Ontario and Chino Airports as outlined in Section 2.3 of the Specific Plan and future development will be required to meet all requirements and procedures outlined by airport related governmental agencies and mitigation measures identified in the project Environmental Impact Report.

Policy LU-5.5 Airport Compatibility Planning for ONT

We create and maintain the Airport Land Use Compatibility Plan for ONT.

The Euclic Mixed-Use Specific Plan area is within the Ontario International Airport Influence Area and the Chino Airport Influence Area. The Specific Plan discusses compliance with the ALUCP requirements for the Ontario Airport and the Chino Airport in Section 2, Section 2.2, Airport Influence Areas.

Policy LU-5.7 ALUCP Consistency with Land Use Regulations

We comply with state law that requires general plans, specific plans, and all new development to be consistent with the policies and criteria set forth within an Airport Land Use Compatibility Plan for any public-use airport.

The Euclid Mixed-Use Specific Plan area is within the Ontario International Airport Influence Area and the Chino Airport Influence Area. The Specific Plan discusses compliance with the ALUCP requirements for the Ontario Airport and the Chino Airport in Section 2, Section 2.2, Airport Influence Areas.

Policy LU-5.8 Chino Airport

We will support the creation and implementation of the Airport Land Use Compatibility Plan for Chino Airport.

The Euclic Mixed-Use Specific Plan area is within the Ontario International Airport Influence Area and the Chino Airport Influence Area. The Specific Plan discusses compliance with the ALUCP requirements for the Ontario Airport and the Chino Airport in Section 2, Section 2.2, Airport Influence Areas.

7.2 Housing Element

GOAL H-1:
Stable neighborhoods of quality housing, ample community services and public facilities, well-maintained infrastructure, and public safety that foster a positive sense of identity.

Policy H-1.2 Neighborhood Conditions

We direct efforts to improve the long-term sustainability of neighborhoods through comprehensive planning, provision of neighborhood amenities, rehabilitation and maintenance of housing, and community building efforts.

The Euclid Mixed Use Specific Plan allows for up to 466 housing and recreational open space consistent with The Ontario Plan standards for parks/open space and neighborhood recreational amenities.

Policy H-1.3 Community Amenities

We shall provide adequate public services, infrastructure, open space, parking and traffic management, pedestrian, bicycle, and equestrian routes and public safety for neighborhoods consistent with City master plans and neighborhood plans.

The Euclid Mixed Use Specific Plan requires all infrastructure, open space, trails and bikeways needed to develop the property to be constructed concurrently with future development per The City approved master plans as indicated in Section 3 of the Specific Plan. The Land Use Plan allows for up to 466 housing.

Policy H-1.4 Historical Preservation

We support the preservation and enhancement of residential structures, properties, street designs, lot configurations, and other reminders of Ontario's past that are considered to be local historical or cultural resources.

The Euclid Mixed Use Specific Plan area includes existing buildings that reflect the agricultural history as an important cultural resource of the City. The Specific Plan provides design guidelines for future buildings in Section 5 that include architectural styles that reinforce the City's rich agricultural history. Future development will comply with City requirements for documenting historical resources and mitigation measures identified in the project Environmental Impact Report.

GOAL H-2:

Diversity of types of quality housing that are affordable to a range of household income levels, accommodate changing demographics, and support and reinforce the economic sustainability of Ontario.

Policy H-2.1 Corridor Housing

We revitalize transportation corridors by encouraging the production of higher density residential and mixed-uses that are architecturally, functionally, and aesthetically suited to corridors.

The Euclid Mixed Use Specific Plan includes a Mixed Use District that will allow up to 466 residential units and a density of 35 to 60 du/ac to be developed along Edison Avenue in close proximity to transit turnouts within the Specific Plan area. The Specific Plan provides design guidelines for future buildings in Section 5 that include architectural styles and building guidelines to provide aesthetically pleasing and functional residential buildings.

Policy H-2.4 Ontario Ranch

We support a premier lifestyle community in the Ontario Ranch, distinguished by diverse housing, highest design quality, and cohesive and highly amenitized neighborhoods.

The Euclid Mixed Use Specific Plan allows for the development of up to 466 high density attached residential units linked to surrounding retail and open space uses by local sidewalks and walkways and master planned trails and bikeways. The Specific Plan provides design guidelines for future residential development in Section 5 that include architectural criteria that establish a high level of design and construction quality and encourage a cohesive neighborhood design character.

Policy H-2.5 Housing Design

We require architectural excellence through adherence to City design guidelines, thoughtful site planning, environmentally sustainable practices, and other best practices.

The Euclid Mixed Use Specific Plan provides design guidelines for future residential development in Section 5 that include site planning considerations, emphasize sustainable design and establishes architectural criteria to ensure a high level of design excellence.

GOAL H-5:

A full range of housing types and community services that meet the special housing needs for all individuals and families in Ontario, regardless of income level, age, or other status.

Policy H-5.2 Family Housing

We support the development of larger rental apartments that are appropriate for families with children, including, as feasible, the provision of services, recreation, and other amenities.

The Euclid Mixed Use Specific Plan allows for the development of up to 466 high density attached residential units that are suited for a range of future buyers or renters including families with children. Future residential development will be required to provide parks at a minimum of 2 acres/1000 residents. The Specific Plan also includes multi-purpose trails along Euclid and Schaefer Avenues and public accessible sidewalks along Euclid, Schaefer and Sultana Avenues and Edison Avenue.

7.3 Parks and Recreation Element

GOAL PR-1:

A system of safe and accessible parks that meets the needs of the community.

Policy PR-1.1 Access to Parks

In all new residential development areas, we strive to provide a park and/or recreational facility within walking distance (¼ mile) of every residence and prioritize the establishment of parks in environmental justice areas that do not have adequate access to parks.

The Euclid Mixed Use Specific Plan will comply with the City requirement to provide two acres of Park per 1,000 residents onsite and pay an in-lieu fee for the equivalent of three acres of park per 1,000 residents for a total of five acres per 1,000 residents to ensure that recreational facilities are within walking distance of future residents within the Specific Plan area.

Policy PR-1.5 Acreage Standard

We strive to provide 5 acres of parkland (public and private) per 1,000 residents.

The Euclid Mixed Use Specific Plan will comply with the City requirement to provide five acres of Park per 1,000 residents by providing two aces on-site and paying an in-lieu fee for the equivalent of three acres of park per 1,000 residents.

Policy PR-1.6 Private Parks

We expect development to provide a minimum of 2 acres of developed private park space per 1,000 residents.

The Euclid Mixed Use Specific Plan will comply with the City requirement to provide two acres of Park per 1,000 residents on-site.

Policy PR-1.9 Phased Development

We require parks be built in new communities before a significant proportion of residents move in.

The Euclid Mixed Use Specific Plan allows for phased development coordinated with required park improvements and payment of in-lieu park fees.

Policy PR-1.12 Trails

We promote connections between parks and local trails including those managed by other public agencies.

The Euclid Mixed Use Specific Plan will comply with the City requirement to provide two acres of Park per 1,000 residents on-site and will develop the public multi-purpose trails in Euclid and Schaefer Avenues along the project frontage to provided planned connection to Citywide parks and trail systems including the Great Park.

Policy PR-1.14 Multi-family Residential Developments

We require that new multi-family residential developments of five or more units provide recreational facilities or open space, in addition to paying adopted impact fees.

The Euclid Mixed Use Specific Plan will include development standards to provide two acres of Park per 1,000 residents on-site for all types of residential development including multi-family neighborhoods.

Policy PR-1.15 Trail Connectivity

We strengthen and improve equestrian, bike, and multipurpose trail connections within the City and work to improve trail connections into adjacent jurisdictions.

The Euclid Mixed Use Specific Plan will develop the public multi-purpose trails in Euclid and Schaefer Avenues along the project frontage to provided planned connection to Citywide parks and trail systems including the Great Park.

7.4 Environmental Resources Element

GOAL ER-1:

A reliable and cost-effective system that permits the City to manage its diverse water resources and needs.

Policy ER-1.3 Conservation and Sustainable Water Supply

We work with regional water providers and users to conserve water and ensure sustainable local water supplies as more frequent droughts reduce long term local and regional water availability.

The Euclid Mixed-Use Specific Plan incorporates water conservation strategies into its development plan and design guidelines. The use of recycled water to irrigate landscape areas is required consistent with the City of Ontario Recycled Water Master Plan (Section 3, Development Plan). Landscape and irrigation plans are encouraged to use water conservation features such as drought-tolerant plant species native to the region and drip irrigation (Section 5, Design Guidelines). The Specific Plan encourages the design and construction of energy-efficient buildings to reduce air, water, and land pollution and environmental impacts from energy production and consumption.

Policy ER-1.5 Water Resource Management

Environmental justice areas are prioritized as we coordinate with local agencies to protect water quality, prevent pollution, address existing contamination, and remediate contaminated surface water and groundwater.

In Section 3.8, Storm Drain Plan, the Specific Plan stipulates that prior to issuance of grading or construction permits, a Storm Water Pollution Prevention Plan (SWPPP) be prepared and approved by the City. The SWPPP will identify and detail appropriate Best Management Practices (BMPs) to prevent pollutant discharge into storm drain systems and natural drainages and aquifers. In addition to the preparation of a SWPPP, a WQMP will be prepared and approved that will enforce long-term BMPs to prevent pollutant discharges into storm drain systems, for the life of the project. Section 5.8.2, Water Quality, requires the provision of on-site landscape swales to collect and treat stormwater run-off.

Policy ER-1.6 Urban Run-off Quantity

We encourage the use of low impact development strategies, including green infrastructure, to intercept run-off, slow the discharge rate, increase infiltration, and ultimately reduce discharge volumes to traditional storm drain systems.

The Euclid Mixed-Use Specific Plan (Section 3.8, Storm Drain Plan) incorporates low impact development strategies including landscape designs that promote water retention; permeable surface designs in parking lots and areas with low traffic; parking lots that drain to landscaped areas to provide treatment, retention, or infiltration; and limited soil compaction during grading.

Policy ER-1.7 Urban Run-off Quality

We require the control and management of urban run-off, consistent with Regional Water Quality Control Board regulations.

In Section 3.8, Storm Drain Plan, the Specific Plan states that prior to issuance of grading or construction permits, a Water Quality Management Plan (WQMP) is required to minimize stormwater runoff and provide on-site opportunities for groundwater recharge integrated into project design and amenities. The grading and drainage of the Specific Plan area will be designed to retain/infilter, harvest & re-use or biotreat surface runoff to comply with the current requirements of the San Bernardino County NPDES Stormwater Program's WQMP for significant new development projects.

Policy ER-1.8 Wastewater Management

We require the management of wastewater discharge and collection consistent with waste discharge requirements adopted by the Regional Water Quality Control Board.

In Section 3.6, Sewer Plan, the Specific Plan provides for design of a wastewater system consistent with City and Regional Water Quality Board requirements. The Specific Plan includes a network of new public sewer mains consistent with the City of Ontario's Ultimate Sewer System Plan.

GOAL ER-3:

Cost-effective and reliable energy system sustained through a combination of low impact buildings, site and neighborhood energy conservation, and diverse sources of energy generation that collectively helps to minimize the region's carbon footprint.

Policy ER-3.1 Conservation Strategy

We require conservation as the first strategy to be employed to meet applicable energy-saving standards.

The Specific Plan incorporates energy-saving conservation strategies into its design guidelines (Section 5) by addressing lighting, bicycle parking, sustainable landscaping, and energy efficiency. Sustainable design strategies (Section 5.8) include design and construction of energy-efficient buildings to reduce air, water, and land pollution and environmental impacts from energy production and consumption.

Policy ER-3.3 Building and Site Design

We require new construction to incorporate energy efficient building and site design strategies, which could include appropriate solar orientation, maximum use of natural daylight, passive solar, and natural ventilation.

The Euclid Mixed-Use Specific Plan encourages the use of passive design to improve building energy performance through skylights, building orientation, landscaping, and use of select colors.

Policy ER-3.6 Generation - Renewable Sources

We promote the use of renewable energy sources (e.g., solar, wind, biomass) in public and private sector development.

The Euclid Mixed Use Specific Plan promotes renewable energy resource including passive solar collection, subject to consistency with City of Ontario policies and development regulations, within the Business Park and Mixed Use Districts. Proposed architectural guidelines and development standards encourage siting and orienting Building with considerations for solar orientation and buildings with roof designs that allow for passive solar collectors. Residential buildings will be prewired or solar collection improvements.

GOAL ER-4:

Improved indoor and outdoor air quality and reduced locally generated pollutant emissions.

Policy ER-4.1 Land Use

We reduce GHG and other local pollutant emissions through compact, mixed use, and transit-oriented development and development that improves the regional jobs-housing balance.

The Euclid Mixed Use Specific Plan allows for up to 466 housing and a maximum of 1,676,886 S.F. of employment generating land uses within the project area. The Specific Plan included future transit stops and in close proximity to planned transit lines and helps to improve jobs housing balance in the City and the surrounding region with the provision of varied land use alternatives within the MIxed Use District.

Policy ER-4.3 Greenhouse Gases (GHG) Emissions Reductions

We will reduce GHG emissions in accordance with regional, state, and federal regulations.

The Euclid Mixed Use Specific Plan will comply with the regional, State and Federal laws and regulations to reduce GHG emissions and will require future development projects to comply with all City regulations to reduce GHG emissions and mitigation measures identified in the project Environmental Impact Report.

Policy ER-4.4 Indoor Air Quality

We comply with State Green Building Codes relative to indoor air quality. We will comply with State Green Building Codes relative to indoor air quality. We seek funding to improve indoor air quality for households with poor indoor air quality, with priority for lower income households in environmental justice areas.

The Euclid Mixed-Use Specific Plan requires development projects in the Specific Plan area to comply with the State of California Building Code as adopted and implemented by the City. The Specific Plan's Sustainable Design Strategies (Section 5.8) include the design and construction of energy-efficient buildings to reduce air, water, and land pollution.

Policy ER-4.5 Transportation

We promote mass transit and non-motorized mobility options (walking, biking) to reduce air pollutant emissions.

The Euclid Mixed Use Specific Plan requires the construction of multi-purpose trails along Euclid and Schaefer Avenues and public accessible sidewalks along Euclid, Schaefer and Sultana Avenues and Edison Avenue. The Specific Plan requires the location and construction of transit turnouts within the Specific Plan area. These improvements encourage non-motorized mobility options to reduce air pollutant emissions.

Policy ER-4.8 Tree Planting

We protect healthy trees within the City and plant new trees to increase carbon sequestration and help the regional/local air quality. We expand the tree canopy in environmental justice areas to enhance air quality and reduce the "heat island" effect.

The Euclid Mixed Use Specific Plan will implement the City of Ontario's master street plan including the provision for planting street parkway and median trees and will provide landscape installation, including trees, within all neighborhood edges. Section 5, Design Guidelines include criteria for landscaping parks, open space and other common areas.

GOAL ER-5:

Protected high value habitat and farming and mineral resource extraction activities that are compatible with adjacent development.

Policy ER-5.2 Entitlement and Permitting Process

We comply with state and federal regulations regarding protected species.

The Euclid Mixed-Use Specific Plan acknowledges that all projects within the Specific Plan area shall comply with any and all mitigation measures of the project Environmental Impact Report.

7.5 Community Economics Element

GOAL CE-1:

A complete community that provides for all incomes and stages of life.

Policy CE-1.1 Jobs-Housing Balance

We pursue improvement to the Inland Empire's balance between jobs and housing by promoting job growth that reduces the regional economy's reliance on out-commuting.

The Euclid Mixed-Use Specific Plan anticipates the creation of jobs in warehousing, logistics, light manufacturing, and administration within the Specific Plan area, which helps improve the region's jobs-housing balance. Actual job creation depends on the type of land uses ultimately developed on the site as a wide-range of commercial, office, and business park uses are permitted in the Specific Plan. The Land Use Plan (Section 3.1) implements the vision of The Ontario Plan by providing opportunities for employment in manufacturing, distribution, research and development, service, and supporting retail at intensities designed to meet the demand of current and future market conditions.

Policy CE-1.5 Business Attraction

We proactively attract new and expanding businesses to Ontario in order to increase the City's share of growing sectors of the regional and global economy.

The Euclid Specific Plan provides for opportunities for new businesses in the City within the Business Park District and the Mixed Use District. In Section 3.1, Land Use Plan, the Specific Plan provides for the construction of 1.6 square ft. of business park, commercial and/or office development in compliance with City and regional planning goals.

Policy CE-1.6 Diversity of Housing

We collaborate with residents, housing providers, and the development community to provide housing opportunities for every stage of life; we plan for a variety of housing types and price points to encourage the development of housing supportive of our efforts to attract business in growing sectors of the community while being respectful of existing viable uses.

The Euclid Mixed Use Specific Plan allows for the development of up to 466 high density attached residential units within the Mixed Use District. This will add to the housing diversity and choices for ownership or rental housing within the Ontario Ranch to accommodate people who live and/or work in the City.

Policy CE-1.7 Retail Goods and Services

We seek to ensure a mix of retail businesses that provide the full continuum of goods and services for the community.

The Euclid Mixed Use Specific Plan allows for a maximum of 1,676,886 S.F. of business park, retail or office uses. The Specific Plan provides opportunities for future business to contribute to the provision of continued goods and services within the Business Park and Mixed Use Districts.

Policy CE-1.12 Circulation

We continuously plan and improve public transit and non-vehicular circulation for the mobility of all, including those with limited or no access to private automobiles.

The Euclid Mixed Use Specific Plan provides for both public transit, including future transit stop locations, and multi-purpose trails and sidewalks to encourage non-vehicular circulation within the project area.

GOAL CE-2:

A City of distinctive neighborhoods, districts, corridors, and centers where people choose to be.

Policy CE-2.1 Development Projects

We require new development and redevelopment to create unique, high-quality places that add value to the community.

The Euclid Mixed-Use Specific Plan contains design guidelines in Section 5 to guide future development, consistent with the vision for Ontario Ranch. The guidelines are intended to ensure high quality, cohesive and attractive development that complements and integrates into the community and adds value to the City. The Specific Plan also establishes landscape setbacks along all roadways within the Specific Plan area to create safe and attractive streets for pedestrians and motorists.

Policy CE-2.2 Development Review

We require those proposing new development and redevelopment to demonstrate how their projects will create appropriately unique, functional, and sustainable places that will compete well with their competition within the region.

The Euclid Mixed-Use Specific Plan establishes a land use plan (Section 3.1) and design guidelines (Section 5) concerning site design, building design, and landscape design that ensure high-quality, functional and sustainable development that is regionally competitive and appropriate for the Ontario Ranch community.

Policy CE-2.4 Protection of Investment

We require that new development and redevelopment protect existing investment by providing architecture and urban design of equal or greater quality.

The Euclid Mixed Use Specific Plan has provisions to ensure that the development of up to 466 high density attached residential will create attractive and high quality architecture and urban planning that is equal or greater to similar development in the surrounding neighborhoods. The Specific Plan provides design guidelines for future residential development in Section 5 that include architectural criteria that establish a high level of design and construction quality.

Policy CE-2.5 Private Maintenance

We require adequate maintenance, upkeep, and investment in private property because proper maintenance on private property protects property values.

The Euclid Mixed-Use Specific Plan includes a Maintenance Responsibility Matrix (Section 6.10) identifying the public, private, or utility providers responsible for maintenance of roadways, parkways, trails, sidewalks, common areas, walls and monuments, infrastructure, and utilities within the Specific Plan area. A Property Owners Association will be established for the maintenance of on-site common areas, including such improvements as landscape areas and drive aisles.

Policy CE-2.6 Public Maintenance

We require the establishment and operation of maintenance districts or other vehicles to fund the long-term operation and maintenance of the public realm whether on private land, in rights-of-way, or on publicly-owned property.

The Euclid Mixed-Use Specific Plan includes a Maintenance Responsibility Matrix (Section 6.10) identifying the public, private, or utility providers responsible for maintenance of roadways, parkways, trails, sidewalks, common areas, walls and monuments, infrastructure, and utilities within the Specific Plan area. Right-of-way for public streets within the Specific Plan area and infrastructure improvements shall be dedicated to the City of Ontario for maintenance purposes. Landscape improvements and public streetlights within the public right-of-way shall be maintained through a landscape and lighting district or other special maintenance district established by the City. Dry utilities such as electricity, natural gas, and communication systems will be maintained by the appropriate utility company.

7.6 Safety Element

GOAL S-1:

Minimized risk of injury, loss of life, property damage, and economic and social disruption caused by earthquake-induced and other geologic hazards.

Policy S-1.1 Implementation of Regulations and Standards

We require that all new habitable structures be designed in accordance with the most recent California Building Code adopted by the City, including provisions regarding lateral forces and grading.

The Euclid Mixed-Use Specific Plan requires all future development projects to comply with the State of California Building Code as adopted and implemented by the City.

Policy S-1.2 Entitlement and Permitting Process

We follow state guidelines and the California Building Code to determine when development proposals must conduct geotechnical and geological investigations.

The Euclid Mixed-Use Specific Plan acknowledges that all projects within the Specific Plan area shall comply with state guidelines and the California Building Code. Research of available maps indicates that the Specific Plan site is not located within an Alquist-Priolo Earthquake Fault Zone. Furthermore, there was no visible evidence of faulting during a geotechnical investigation conducted in 2015.

GOAL S-2:

Minimized risk of injury, loss of life, property damage and economic and social disruption caused by flooding and inundation hazards.

Policy S-2.1 Entitlement and Permitting Process

We require hydrological studies prepared by a state-certified engineer when new development is located in a 100-year or 500-year floodplain to assess the impact that the new development will have on the flooding potential of existing development down-gradient.

The Euclid Mixed-Use Specific Plan acknowledges that all projects within the Specific Plan area shall comply with any and all applicable mitigation measures of the project Environmental Impact Report, state guidelines, and the California Building Code regarding flooding and inundation hazards.

GOAL S-3:

Reduced risk of death, injury, property damage and economic loss due to fires, accidents and normal everyday occurrences through prompt and capable emergency response.

Policy S-3.3 Fire and Emergency Medical Services

We maintain sufficient fire stations, equipment and staffing to respond effectively to emergencies and meet the needs of the community and state requirements.

The Euclid Mixed Use Specific Plan requires all infrastructure, including water systems needed to provide fire safety to be constructed concurrently with future development. The Specific Plan is located within the service area of Fire Station #2.

Policy S-3.8 Fire Prevention through Environmental Design

We require new development to incorporate fire prevention consideration in the design of streetscapes, sites, open spaces, and buildings.

The Euclid Mixed-Use Specific Plan acknowledges that all projects within the Specific Plan area shall comply with the City's development review process, which provides for review by the City's Fire Department and potential redesign to incorporate fire prevention design elements within streetscapes, sites, open spaces, and buildings.

GOAL S-4:

An environment where noise does not adversely affect the public's health, safety, and welfare.

Policy S-4.1 Noise Mitigation

We utilize the City's noise ordinance, building codes, and subdivision and development codes to mitigate noise impacts.

The Euclid Mixed-Use Specific Plan acknowledges that all projects within the Specific Plan area shall comply with any and all mitigation measures of the project Environmental Impact Report, the City's noise ordinance, subdivision and development codes, and the California Building Code to mitigate noise impacts.

GOAL S-5:

Minimize the risk of injury, property damage, and economic loss resulting from windstorms and wind-related hazards.

Policy S-5.1 Dust Control Measures

We require the implementation of Best Management Practices for dust control at all excavation and grading projects.

The Euclid Mixed-Use Specific Plan acknowledges that all projects within the Specific Plan area shall comply with any and all mitigation measures of the project Environmental Impact Report, the construction management plan, and any subdivision and development codes regarding dust control.

Policy S-5.2 Grading in High Winds

We prohibit excavation and grading during strong wind conditions, as defined by the Building Code.

Future construction within the Euclid Mixed Use Specific Plan will comply with all City regulations and will comply with the City approved construction management plan and mitigation measures identified in the project Environmental Impact Report.

GOAL S-6:

Reduced potential for hazardous materials exposure and contamination.

Policy S-6.9 Remediation of Methane

We require development to assess and mitigate the presence of methane, per regulatory standards and guidelines.

The Euclid Mixed-Use Specific Plan acknowledges that all projects within the Specific Plan area shall comply with any and all mitigation measures of the project Environmental Impact Report.

GOAL S-7:

Residential neighborhoods, commercial areas, and industrial districts that are kept safe through a multi-faceted approach of prevention, suppression, and community involvement in public safety.

Policy S-7.4 Crime Prevention through Environmental Design (CPTED)

We require new development to incorporate CPTED in the design of streetscapes, sites, open spaces and buildings.

The Euclid Mixed-Use Specific Plan acknowledges that all projects within the Specific Plan area shall comply with the City's development review process, which provides for review by the City's Police Department and potential redesign to incorporate crime prevention design elements in streetscapes, sites, open spaces, and buildings. Parcel lighting (Section 5.6, Lighting) addresses illumination of parking lots, loading dock areas, pedestrian walkways, building entrances, signage, and architectural and landscape features. A key provision includes the installation of ground or low mounted fixtures to provide for safety and convenience along pedestrian walkways, entrances, activity areas, steps, ramps, and special features. Section 5.1, Site Design, also encourages delineation of pedestrian access to on-site buildings from adjacent streets and parking areas by marking building entrances with signage, prominent architectural features, and/or landscaping features.

GOAL S-9:

Incorporate energy efficient practices and renewable energy systems to improve air quality, comfort, and energy reliability during temporary power outages.

Policy S-9.1 Solar Energy

We support and may incentivize the installation of residential and commercial solar panels and battery storage systems that can provide electricity during power outages.

Future construction of residential units within the Euclid Mixed Use Specific Plan will comply with all Federal, State and City regulations for solar energy. The Specific Plan provides design guidelines for future residential development in Section 5 that include site planning and design criteria to encourage future solar panel installation.

7.7 Mobility Element

GOAL M-1:

A system of roadways that meets the mobility needs of a dynamic and prosperous Ontario.

Policy M-1.1 Roadway Design and Maintenance

We require our roadways to:

1. Comply with federal, state, and local design and safety standards;
2. Meet the needs of multiple transportation modes and users;
3. Handle the capacity envisioned in the City of Ontario Master Plan of Streets and Highways;
4. Be maintained in accordance with best practices;
5. Be compatible with the streetscape and surrounding land uses;
6. Promote the efficient flow of all modes of traffic through the implementation of intelligent transportation systems and travel demand management strategies.

The Euclid Mixed-Use Specific Plan complies with the Functional Roadway Classification Plan of the Mobility Element and, therefore, aims to comply with federal, state, and local design and safety standards; meet the needs of multiple transportation modes and users; and maintain a Level of Service of E or better at all intersections addressed in the project Environmental Impact Report. Specific Plan site design strives to minimize the effects of truck traffic on nearby residential uses by locating truck entries and loading docks away from residential use.

Policy M-1.2 Mitigation of Impacts

We require development to mitigate its traffic impacts.

The Euclid Mixed-Use Specific Plan requires in Section 6.3.4, Compliance with CEQA, that projects within the Specific Plan area comply with all mitigation measures, conditions, and project design features identified in the project Environmental Impact Report. Section 5.1, Site Design, provides guidelines to ensure buildings, structures, and loading facilities will be designed so loading and unloading activities occur on-site without extending beyond the property line.

GOAL M-2:

A system of trails and corridors that facilitate and encourage active modes of transportation.

Policy M-2.2 Bicycle System

We provide off-street multipurpose trails and Class II bikeways as our preferred paths of travel and use the Class III for connectivity in constrained circumstances. When truck routes and bicycle facilities share a right-of-way, we prefer Class I or Class IV bicycle facilities. We require new development to include bicycle facilities, such as bicycle parking and secure storage areas.

The Euclid Mixed-Use Specific Plan includes a Circulation Plan in Section 3 to provide connectivity to the trails and bikeway corridors identified in the Ontario Multipurpose Trails and Bikeway Corridor Plan, including installation of multipurpose trails along Euclid Avenue and Edison Avenue.

Policy M-2.3 Pedestrian Walkways

We require streets to include sidewalks and visible crosswalks at major intersections where necessary to promote safe and comfortable mobility between residential areas, businesses, schools, parks, recreation areas, and other key destination points.

The Euclid Mixed-Use Specific Plan street sections and streetscape designs (Section 3.1, Circulation Plan and Section 5.3, Landscape Design) provide for construction of 5 ft. wide public pedestrian sidewalks for Euclid Avenue, Schaefer Avenue, and Sultana Avenue and Edison Avenue to connect with adjacent existing and planned pedestrian circulation systems. Pedestrian sidewalks are separated from vehicular travel lanes by a landscaped parkway. Proposed improvements for the Specific Plan area streets are consistent with the City's Ontario Ranch Streetscape Master Plan.

Policy M-2.4 Network Opportunities

We use public rights-of-way and easements such as, utility easements, levees, drainage corridors, road rights-of-way, medians, and other potential options to maintain and expand our bicycle and pedestrian network. In urban, mixed- use, and transit-oriented Place Types, we encourage the use of underutilized public and private spaces to expand our public realm and improve pedestrian and bicycle connectivity.

The Euclid Mixed Use Specific Plan includes the construction of multi-purpose trails along Euclid and Schaefer Avenues and public accessible sidewalks along Euclid, Schaefer and Sultana Avenues and Edison Avenue. Potential pedestrian and bicycle connectivity to neighborhoods within and adjacent to the Mixed Use District will be incorporated into future residential development plans.

GOAL M-3:

A public transit system that is a viable alternative to automobile travel and meets basic transportation needs of the transit-dependent.

Policy M-3.2 Alternative Transit Facilities at New Development

We require new development adjacent to an existing or planned transit stop to contribute to the creation of transit facilities, such as bus shelters, transit bays and turnouts, and bicycle facilities, such as secure storage areas.

The Euclid Mixed-Use Specific Plan discusses (in Section 3.2.9, Transit) that the City is coordinating with regional transit agencies to implement Bus Rapid Transit (BRT) service to target destinations and along corridors, including Euclid Avenue on the western boundary of the Specific Plan area.

GOAL M-4:

An efficient flow of goods through the City that maximizes economic benefits and minimizes negative impacts.

Policy M-4.1 Truck Routes

We designate and maintain a network of City truck routes that provide for the safe and efficient transport of goods while minimizing negative impacts on local circulation and noise-sensitive land uses, as shown on Exhibit M-04, Truck Routes. We will minimize conflicts on truck routes through the design and implementation of buffers between travel lanes and pedestrian and bicycle facilities on designated truck routes.

The Euclid Mixed-Use Specific Plan is designed to enable easy vehicular access to the truck route network and to encourage its business park users to implement effective goods movement strategies. The Land Use and Circulation Plans for the Specific Plan area (Section 3, Development Plan) are designed to direct truck traffic away from nearby residential use in the City of Chino.

Policy M-4.4 Environmental Considerations

We support both local and regional efforts to reduce/eliminate the negative environmental impacts of goods movement through the planning and implementation of truck routing and the development of a plan to evaluate the future needs of clean fueling/recharging and electrified truck parking.

The Euclid Mixed Use Specific Plan implements the City of Ontario master planned street network and provides for the construction of circulation improvements to support adequate infrastructure for safe and efficient truck routing and supports Citywide efforts to evaluate and address future needs for clean fueling/recharging and electrified truck parking.

7.8 Community Design Element

GOAL CD-1:

A dynamic, progressive city containing distinct and complete places that foster a positive sense of identity and belonging among residents, visitors, and businesses.

Policy CD-1.2 Place Types

We establish Place Types in urban, mixed use, and transit-oriented areas to foster the City's identity as a premier community and require new development within each Place Type to incorporate prescribed urban patterns, forms, and placemaking priorities.

The Euclid Mixed Use Specific includes design guidelines in Section 5 that include architectural criteria that establish a Gateway design treatment with landscaping and monumentation to create a unique entry to the Ontario Ranch community and the City overall. This placemaking element will establish a unique and high quality community and neighborhood design character for future development within the Specific Plan area.

Policy CD-1.4 Transportation Corridors

We will enhance our major transportation corridors within the City through landscape, hardscape, signage and lighting. The extent of enhancement should be appropriate to the use, type, and context of each corridor.

The Euclid Mixed Use Specific Plan requires the construction of landscaped neighborhood edges along Euclid and Schaefer Avenues and Edison Avenue per the City master plans for these major transportation corridors. Section 5, Design Guidelines include criteria for landscaping these neighborhood edges and other common areas.

GOAL CD-2:

A high level of design quality resulting in neighborhoods, commercial areas, public spaces, parks, and streetscapes that are attractive, safe, functional, human- scale, and distinct.

Policy CD-2.1 Quality Building Design and Architecture

We encourage all development projects to convey visual interest and character through:

1. Building volume, massing, and height to provide context-appropriate scale and proportion;
2. A true architectural style which is carried out in plan, section, and elevation through all aspects of the building and site design and appropriate for its setting; and
3. Exterior building materials that are articulated, high quality, durable, and appropriate for the architectural style.

The Euclid Mixed-Use Specific Plan design guidelines (Section 5) ensure that: 1) scale, massing, fenestration, materials, and colors are consistent with the building's architectural style and compatible with the overall design in the Specific Plan area, 2) articulation is provided through elements such as cornices, parapets, expression lines, and changes in materials and/or colors, 3) use of a variety of colors, materials, and/or textures on each building is appropriate to the architectural features or massing.

Policy CD-2.2 Neighborhood Design

We create distinct residential neighborhoods that promote a sense of community and identity by emphasizing access, connectivity, livability, and social interaction through such elements as:

1. A pattern of smaller, walkable blocks that promote activity, safety, and access to nearby amenities and services;
2. Varied parcel sizes and lot configurations to accommodate a diversity of housing types;
3. Traffic calming measures to slow traffic and promote walkability while maintaining acceptable traffic flows and emergency evacuation access;
4. Floor plans that encourage views onto the street and de-emphasize the visual and physical dominance of garages (introducing the front porch as the "outdoor living room"), as appropriate;
5. Landscaped parkways, with sidewalks separated from the curb and designed to maximize safety, comfort, and aesthetics for all users.

The Euclid Mixed Use Specific Plan has provisions to allow for the development of up to 466 high density attached residential units within the Mixed Use District. The Specific Plan provides design guidelines for future residential development in Section 5 that include criteria for site planning/neighborhood design and architecture including considerations for access, connectivity, livability and social interaction.

Policy CD-2.3 Commercial Areas

We desire commercial areas and centers to be distinctive, pedestrian friendly, functional, and vibrant with a range of businesses, places to gather, and connectivity to the neighborhoods they serve.

The Euclid Mixed Use Specific Plan allows for maximum of 1,676,886 S.F. of employment generating land uses within the Business Park and Mixed Use Districts. The Specific Plan provides design guidelines for future development in Section 5 that include architectural criteria to encourage the development of a variety of distinctive commercial businesses that are pedestrian friendly, connected to other surrounding uses, functional and vibrant elements of the overall neighborhood.

Policy CD-2.4 Urban, Mixed Use, and Transit-oriented Areas

We establish Place Types to require mixed use, urban, and transit-oriented areas to be designed and developed as pedestrian oriented areas that are integrated with adjacent neighborhoods and promote a vibrant, comfortable, and functional environment, as defined for each Place Type.

The Euclid Mixed Use Specific Plan includes a Mixed Use District that will allow up to 466 residential units and a maximum of 290,110 S.F. of retail or office uses along Edison Avenue in close proximity to transit turnouts within the Specific Plan area. The Specific Plan provides design guidelines for future development in Section 5 that include planning and design criteria to create a unique and high quality community and neighborhood design character for future development within the Specific Plan area that will be integrated into surrounding neighborhoods.

Policy CD-2.5 Streetscapes

We design new and, when necessary, retrofit existing streets to improve walkability, bicycling and transit integration, strengthen connectivity, and enhance community identity through improvements to the public right-of-way such as sidewalks, street trees, parkways, curbs, street lighting and street furniture.

Section 3.3, Circulation Plan, addresses connectivity, street improvements, pedestrian and bicycle plans, and transit. In Section 5.3, Landscape Design, the Euclid Mixed-Use Specific Plan identifies street improvements and streetscape including parkways, street trees, sidewalks, landscape buffers, and street lighting for Euclid Avenue, Eucalyptus Avenue, Merrill Avenue, and Sultana Avenue within the Specific Plan area, which are consistent with the Circulation Element of The Ontario Plan. The Euclid Mixed-Use Specific Plan streetscape design creates an aesthetically pleasing view for pedestrians and motorists, screens parking and loading areas from the public right-of-way, and visually integrates the development into the surrounding Ontario Ranch community.

Policy CD-2.6 Connectivity

We promote development of local street patterns, multimodal networks, and connected public spaces that create and unify neighborhoods, rather than divide them, and create cohesive and continuous corridors, rather than independent "islands" through the following means:

1. Local street networks that provide access both between subdivisions and within neighborhoods and discourage through traffic;
2. A local street system that is logical and understandable for the user. A grid system is preferred to avoid circuitous and confusing travel paths between internal neighborhood areas and adjacent arterials and to provide adequate emergency and evacuation access; and
3. Pedestrian and bicycle networks that provide convenient access to neighborhoods and nearby destinations, such as schools, parks, other public spaces, commercial areas, and transit stops.

The Euclid Mixed Use Specific Plan includes design guidelines for future development within the Mixed Use District in Section 5 that include planning and design criteria to create safe and efficient circulation systems and connectivity for future development within the Specific Plan area and surrounding neighborhoods.

Policy CD-2.7 Sustainability

We collaborate with the development community to design and build neighborhoods, streetscapes, sites, outdoor spaces, landscaping, and buildings to reduce energy demand through solar orientation, maximum use of natural daylight, passive solar and natural ventilation, building form, mechanical and structural systems, building materials, and construction techniques.

The Euclid Mixed-Use Specific Plan is committed to sustainable design strategies that integrate principles of environmental stewardship into the design, construction and operation process. The Specific Plan incorporates sustainability principles into its design guidelines such as drought tolerant landscaping, skylights in warehouse areas of buildings to provide natural light and reduce lighting demand, high performance dual pane glazing in office storefronts, and LED products for energy efficient site lighting. Design strategies include the design and construction of energy efficient buildings to reduce air, water, and land pollution and environmental impacts from energy production and consumption. The use of recycled water to irrigate landscape is required by the Specific Plan's Recycled Water Plan (Section 3.4), consistent with the City of Ontario Recycled Water Master Plan.

Policy CD-2.8 Safe Design

We incorporate defensible space design into new and existing developments to ensure the maximum safe travel and visibility on pathways, corridors, and open space and at building entrances and parking areas by avoiding physically and visually isolated spaces, maintaining visibility and accessibility, and using lighting.

The Euclid Mixed Use Specific Plan includes design guidelines for future development within the Mixed Use District in Section 5 that include criteria to create safe and efficient walkway and common areas that are visible and well lighted at night for future development within the Specific Plan.

Policy CD-2.9 Landscape Design

We encourage durable, sustainable, and drought-tolerant landscaping materials and designs that enhance the aesthetics of structures, create and define public and private spaces, and provide shade and environmental benefits.

Consistent with the vision for Ontario Ranch as outlined in the Ontario Ranch Streetscape Master Plan, the Euclid Mixed-Use Specific Plan (Section 5.3, Landscape Design) provides for landscaped setbacks and landscaped parkways adjacent to bike lanes and sidewalks, defining these public spaces. The landscaped setbacks and parkways will include drought-tolerant plants featuring colorful shrubs and groundcovers, ornamental grasses and succulents, evergreen and deciduous trees, and species native to Southern California or naturalized to the arid Southern California climate to promote durable plant materials. The plant selection will complement the design theme of the Specific Plan area. Parking lot landscaping will reduce associated heat buildup, improve aesthetics, and integrate into onsite landscape design and adjacent streetscapes. Swaled landscape areas will retain/infiltrate stormwater run-off to improve water quality and promote groundwater recharge where feasible. Shade trees thoughtfully located near expanses of paving, building walls, roofs, and windows will reduce the impacts of heat gain.

Policy CD-2.10 Parking Areas

We require all development, including single-family residential, to minimize the visual impact of surface, structured, and garage parking areas visible from the public realm in an aesthetically pleasing, safe and environmentally sensitive manner. Examples include:

1. Surface parking: Shade trees, pervious surfaces, urban run-off capture and infiltration, and pedestrian paths to guide users through the parking field.
2. Structured parking: facade articulation, screening, appropriate lighting, and landscaping.
3. Garage parking: providing access to single-family residential garages through alley access, recessing garages from the frontage to emphasize front doors or active living spaces.

The Euclid Mixed Use Specific Plan includes design guidelines for future development within the Mixed Use District in Section 5 that include planning and design criteria to minimize the visual impact of surface parking and garages for future development within the Specific Plan area and surrounding neighborhoods.

Policy CD-2.11 Entry Statements

We encourage the inclusion of amenities, signage, and landscaping at the entry to neighborhoods, commercial centers, mixed use areas, industrial developments, and public places that reinforce them as uniquely identifiable places.

The Euclid Mixed-Use Specific Plan establishes design guidelines to ensure high-quality development and a sense of place. As discussed in Section 5.3, Landscape Design, Euclid, Eucalyptus, Schaefer and Sultana Avenue and Edison Avenue will feature landscaped setbacks adjacent to the Specific Plan area that will provide attractive entries to the site. An entry monument will be located at the northeast corner of Euclid Avenue and Edison Avenue to identify the Ontario Ranch area and/or the Euclid Mixed-Use Specific Plan area.

Policy CD-2.12 Site and Building Signage

We encourage the use of sign programs that utilize complementary materials, colors, and themes. Project signage should be designed to effectively communicate and direct users to various aspects of the development and complement the character of the structures.

The Euclid Mixed-Use Specific Plan (Section 5.7, Signage) requires approval of a comprehensive sign program to address parcel identification, building identification and directional signage within the Specific Plan area. A comprehensive sign program will integrate project signage with the overall design of the site and structures to create a unified visual statement. A comprehensive sign program provides a means for flexible application of sign regulations to provide incentive and latitude in the design and display of multiple signs. Business park uses on the site will also be appropriately signed to give direction to loading and receiving, visitor parking, and other special uses.

Policy CD-2.16 Transit Stops

We require transit stops be conveniently located, well lit, safe, and clearly accessible to pedestrians, bicyclists, and people of all abilities.

The Euclid Mixed Use Specific Plan requires the location and construction of transit turnouts within the Specific Plan area.

GOAL CD-3:

Vibrant urban environments that are organized around intense buildings, pedestrian and transit areas, public plazas, and linkages between and within developments that are conveniently located, visually appealing and safe during all hours.

Policy CD-3.1 Unique Identity

We promote development that heightens the unique character and identity of each Place Type by requiring compatible land uses and land planning, site design, and building design that promotes an active public realm.

The Euclid Mixed Use Specific Plan includes design guidelines for future development within the Mixed Use District in Section 5 that include planning and design criteria to establish a unique character and sense of identity for future development within the Specific Plan area and surrounding neighborhoods.

Policy CD-3.2 Comfortable, Human-Scale Public Realm

We require that public spaces, including streets, parks, and plazas on both public and private property be designed to maximize safety, comfort and aesthetics and connect to the citywide pedestrian, vehicular, and bicycle networks.

The Euclid Mixed Use Specific Plan includes design guidelines for future development within the Mixed Use District in Section 5 that include planning and design criteria to maximize safety, comfort and aesthetics and connect to the Citywide pedestrian, vehicular and bicycle networks.

Policy CD-3.3 Complete and Connected Network

We require that pedestrian, vehicular, and bicycle circulation on both public and private property be coordinated to provide connections internally and externally to adjacent neighborhoods and properties (existing and planned) through a system of local roads and trails that promote walking and biking to nearby destinations (including existing and planned parks, commercial areas, and transit stops) and are designed to maximize safety, comfort, and aesthetics.

The Euclid Mixed Use Specific Plan includes design guidelines for future development within the Mixed Use District in Section 5 that include planning and design criteria to ensure that all modes of circulation and neighborhood connectivity are provided and coordinated with the Citywide pedestrian, vehicular and bicycle network to maximize safety, comfort and aesthetics.

Policy CD-3.4 Context-Aware and Appropriate Design

We require appropriate building and site design that complements existing development, respects the intent and identity of the Place Type, and provides appropriate transitions and connections between adjacent uses to ensure compatibility of scale, maintain an appropriate level of privacy for each use, and minimize potential conflicts.

The Euclid Mixed Use Specific Plan includes design guidelines for future development within the Mixed Use District in Section 5 that include planning and design criteria to ensure that future development complements existing surrounding development and provides adequate transitions and buffers between less compatible uses and minimizes potential conflicts.

Policy CD-3.5 Active Frontages

We create lively pedestrian streetscapes by requiring primary building, business, and residential entrances, outdoor dining, and storefronts be located on ground floors adjacent to sidewalks or public spaces and designed to maximize safety, comfort, aesthetics, and the intended functionality (as defined by the Place Type).

The Euclid Mixed Use Specific Plan includes design guidelines for future development within the Mixed Use District in Section 5 that include planning and design criteria to create active pedestrian streetscapes and orient building frontages, business entrances, residential courtyards and balconies towards sidewalks and common open areas maximize safety, comfort and aesthetics.

GOAL CD-5:

A sustained level of maintenance and improvement of properties, buildings, and infrastructure that protects the property values and encourages additional public and private investments.

Policy CD-5.1 Maintenance of Buildings and Property

We require all public and privately-owned buildings and property (including trails and easements) to be properly and consistently maintained.

The Euclid Mixed-Use Specific Plan includes a Maintenance Responsibility Matrix in Section 6, Implementation, identifying the parties responsible for maintenance of roadways, parkways, trails, sidewalks, common areas, walls and monuments, infrastructure, and utilities within the Specific Plan area. Privately owned buildings will be maintained as specified by the Property Owners Association (Section 6.10.2).

Policy CD-5.2 Maintenance of Infrastructure

We require the continual maintenance of infrastructure.

The Euclid Mixed-Use Specific Plan includes a Maintenance Responsibility Matrix in Section 6, Implementation, identifying the parties responsible for maintenance of roadways, parkways, trails, sidewalks, common areas, walls and monuments, infrastructure, and utilities within the Specific Plan area.

7.9 Social Resources Element

GOAL SR-2:

A range of educational and training opportunities for residents and workers of all ages and abilities that improves their life choices and provides a skilled workforce for our businesses.

Policy SR-2.4 Access to Schools

We work with local and regional partners to improve the safety in and around schools and to improve access for citizens of all ages and abilities to schools and community services, such as after school and other programs.

The Euclid Mixed Use Specific Plan evaluated the accessibility and capacity of existing schools. Future residential development will be reviewed by the applicable school districts and will address the mitigation measures identified in the project Environmental Impact Report.

GOAL SR-5:

Local heritage, entertainment, and cultural experiences that enrich the lives of Ontario's residents, workers, and visitors and serve to attract residents and businesses to the City.

Policy SR-5.3 Public Art

We encourage public art in buildings, parks, open spaces, and other public and private spaces.

The Euclid Mixed Use Specific Plan does not require public art within the Business Park and Mixed Use Districts specifically. Future development plans for commercial or office uses should consider public art improvements or amenities according to City policy.

LAND DEVELOPMENT DIVISION
CONDITIONS OF APPROVAL

CITY OF ONTARIO PLANNING DEPARTMENT
303 East B Street, Ontario, California 91764 Phone: 909.395.2036 / Fax: 909.395.2420

Date Prepared: 7/8/2024

File No: PSP22-001

Related Files: PMTT23-005 & PDEV23-011

Project Description: A Specific Plan (File No. PSP22-001 – Euclid Mixed Use Specific Plan) to establish the land use districts, development standards, guidelines, and infrastructure improvements for the potential development of up to 1,386,776 square feet of Business Park land uses, 290,110 square feet of office and retail land uses, and 466 dwelling units on the 84-acre of land generally located east of Euclid Avenue, south of Schaefer Avenue, west of Sultana Avenue and north of Edison Avenue**;** (APNs: 1053-071-01; 1053-071-02; 1053-071-03; 1053-071-04; 1053-211-01; 1053-211-02; 1053-211-05; 1053-281-01; 1053-281-02; 1053-281-03; 1053-281-04; 1053-281-07; 1053-281-08; 1053-081-01; 1053-081-02; 1053-081-03; 1053-081-04); **submitted by Euclid Land Investment LLC.**

Prepared By: Edmelynne V. Hutter, AICP, Senior Planner
Phone: 909.395.2429 (direct)
Email: ehutter@ontarioca.gov

The Planning Department, Land Development Section, conditions of approval applicable to the above-described Project, are listed below. The Project shall comply with each condition of approval listed below:

1.0 Standard Conditions of Approval. The project shall comply with the *Standard Conditions for New Development*, adopted by City Council Resolution No. 2017-027 on April 18, 2017. A copy of the *Standard Conditions for New Development* may be obtained from the Planning Department or City Clerk/Records Management Department.

2.0 Special Conditions of Approval. In addition to the *Standard Conditions for New Development* identified in condition no. 1.0, above, the project shall comply with the following special conditions of approval:

2.1 Specific Plan/Specific Plan Amendment. The following shall be submitted to the Planning Department within 30 days following City Council approval of the Specific Plan/Specific Plan Amendment:

(a) Three copies of the final Specific Plan document.

(b) One complete, unbound copy of the final Specific Plan document.

(c) One USB drive, or download link, containing a complete Microsoft Word, or editable, copy of the final Specific Plan document, including original figures, images and all required revisions.

2.2 Additional Fees.

(a) Within 5 days following final application approval, the Notice of Determination ("NOD") filing fee shall be provided to the Planning Department. The fee shall be paid by check, made payable to the "Clerk of the Board of Supervisors", which shall be forwarded to the San Bernardino County Clerk of the Board of Supervisors, along with all applicable environmental forms/notices, pursuant to the requirements of the California Environmental Quality Act ("CEQA"). Failure to provide said fee within the time specified will result in the extension of the statute of limitations for the filing of a CEQA lawsuit from 30 days to 180 days.

CITY OF ONTARIO *Agenda Report* **August 20, 2024**	**SECTION:** **PUBLIC HEARINGS**
Department: Development Administration Prepared By: Pablo De Lara Department: Prepared By: Pablo De Lara Staff Member Presenting: Scott Murphy, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 26

SUBJECT: **A PUBLIC HEARING TO CONSIDER THE ADOPTION OF AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT (FILE NO. PDA23-004) BETWEEN THE CITY OF ONTARIO AND EUCLID LAND INVESTMENT, LLC**

RECOMMENDATION: That the City Council introduce and waive further reading of an Ordinance approving a Development Agreement (File No. PDA23-004) between the City of Ontario and Euclid Land Investment, LLC, to establish the terms and conditions associated with Tentative Parcel Map 20714 (File No. PMTT23-005), a 60-acre property located east of Euclid Avenue, south of Schaefer Avenue, west of future Sultana Avenue and north of Edison Avenue within the Euclid Mixed Use Specific Plan.

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)
Ensure the Development of a Well Planned, Balanced, and Self-Sustaining Community in Ontario Ranch

FISCAL IMPACT: The proposed Development Agreement (File No. PDA23-004) will not have a direct fiscal impact on the City's General Fund. The Development Agreement will provide funding from the formation of a Community Facilities District (CFD) for City services and facilities required to support the Euclid Mixed Use Specific Plan (Specific Plan) development, thereby mitigating the increased costs associated with such services. In addition, the City will receive development impact, compliance processing, licensing, and permitting fees. No General Fund revenue will be used to support the Ontario Ranch development.

BACKGROUND & ANALYSIS: The Ontario Ranch Financial commitments required for construction of properties within a specific plan are substantial. Therefore, in order to adequately forecast these costs and gain assurance that the project may proceed under the existing policies, rules, and regulations, Euclid Land Investment, LLC ("Owner"), has requested that the City enter into

negotiations to create a Development Agreement ("Agreement").

The Agreement is proposed outside of the NMC Builders Construction Agreement development area and was established in coordination between the City Attorney and the Owners legal counsel. The provisions of the Agreement are consistent with the commitments to assure adequate public infrastructure improvements are constructed or funded by the Owner.

The Agreement proposes to include 60 acres of land within the Euclid Mixed Use Specific Plan, as shown on the attached Exhibit A. The Agreement grants the Owner a vested right to develop Tentative Parcel Map 20714 ("Map"), provided the Owner complies with the terms and conditions of the Specific Plan and related Environmental Impact Report (EIR).

The Map (see attached Exhibit B) is generally bounded by Schaefer, Sultana, Edison and Euclid Avenues, and proposes to subdivide 60 acres of land into 13 numbered lots and 2 lettered lots to facilitate the construction of 12 business park buildings, totaling 882,538 square feet, and the associated landscape, common interest amenities, and facilities that are necessary for the project.

The term of the Agreement is for 10 years, with a 5-year option to renew. The main points of the Agreement address funding for all new City expenses created by the project, which includes: Development Impact Fees (DIF) for construction of public improvements (i.e. streets and bridges, sewer, water, storm drain and fiber); and the creation of a Community Facilities District (CFD) for the maintenance of public facilities. Additionally, the Owner shall pay in lieu-fees to the City for the future construction and completion of Ontario Ranch Regional Water and Storm Drain improvements.

In considering the Agreement at their meeting on July 23, 2024, the Planning Commission found the Agreement to be consistent with State law, The Ontario Plan, and the City's Development Agreement policies. As a result, the Planning Commission adopted Resolution No. PC24012 with a 6 to 0 vote, recommending City Council approval of the Agreement.

ENVIRONMENTAL REVIEW: The Specific Plan is located in what was formerly the City of Ontario Sphere of Influence (“SOI”) area, which consists of roughly 8,200 acres at the south end of the City. On January 7,1998, the City of Ontario adopted the New Model Colony (“NMC”) General Plan Amendment, setting forth a comprehensive strategy for the future development of the SOI. The NMC is bounded by Riverside Drive to the north, Hamner Avenue to the east, Euclid Avenue to the west, and Merrill Avenue/Bellegrave to the south.

Since the adoption of the NMC General Plan Amendment, the City has updated the General Plan on different occasions. On January 27, 2010, the City adopted The Ontario Plan and certified the accompanying Environmental Impact Report (SCH# 2008101140). On August 16, 2022, the City adopted The Ontario Plan 2050 (TOP 2050), which was an update to The Ontario Plan adopted in 2010 and included the certification of an accompanying Supplemental Environmental Impact Report (SCH# 2021070364). The Policy Plan component of TOP 2050 serves as the General Plan for the entire City, including the NMC (now referred to as “Ontario Ranch”). TOP 2050 identified many areas that might have potentially significant impacts on the environment. These areas included 1) Aesthetics; 2) Biological Resources; 3) Geology and Soils; 4) Hazards and Hazardous Materials; 5)

Hydrology and Water Quality; 6) Land Use and Planning; 7) Mineral Resources; 8) Population and Housing; 9) Public Services; 10) Recreation; and 11) Utilities and Service systems. Through the EIR process, these potential impacts were analyzed, revisions were incorporated into the plan, and/or mitigation measures were identified that reduced the potential environmental impacts to a level that was less than significant.

TOP 2050 also identified several potential impacts that, even with revisions and/or mitigation measures, could not be reduced to a level of less than significant. These areas included Air Quality, Cultural Resources, Noise, and Transportation. While these impacts will be significant and unavoidable, the City determined that the benefits of the Ontario Ranch development outweigh the potential unavoidable, adverse impacts of the plan. As a result, the City adopted a Statement of Overriding Considerations for those impacts that could not be fully mitigated to a level of less than significant.

The TOP 2050 EIR analyses focused on the program, or "big picture" impacts associated with development. With the submittal of the EMUSP, staff is charged with evaluating the potential impacts of development at the project level, looking specifically at the project proposal and any potential environmental impacts associated with it. Staff completed an Initial Study for the Project and determined that an EIR should be prepared for the EMUSP. Through the Initial Study preparation and scoping meeting discussion, an EIR was prepared for the EMUSP addressing the following issues:

- Aesthetics
- Agricultural and Forestry Resource
- Air Quality Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Noise
- Population and Housing
- Public Services
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems

The EMUSP EIR evaluates each of these various areas and identifies mitigation measures and/or revisions to the plan to lessen the level of significance. The EIR analyzed EMUSP Phase 1 based on the proposed EMUSP land uses, development intensities, conceptual designs, infrastructure requirements, and onsite surveys and studies. However, access to properties within Phase 2 could not be obtained and, therefore, the level of impact cannot be known for categories such as Biological Resources, Geology and Soils, and Hazards and Hazardous Materials since onsite surveys could not be conducted. It is conceivable that, when development of Phase 2 is proposed and

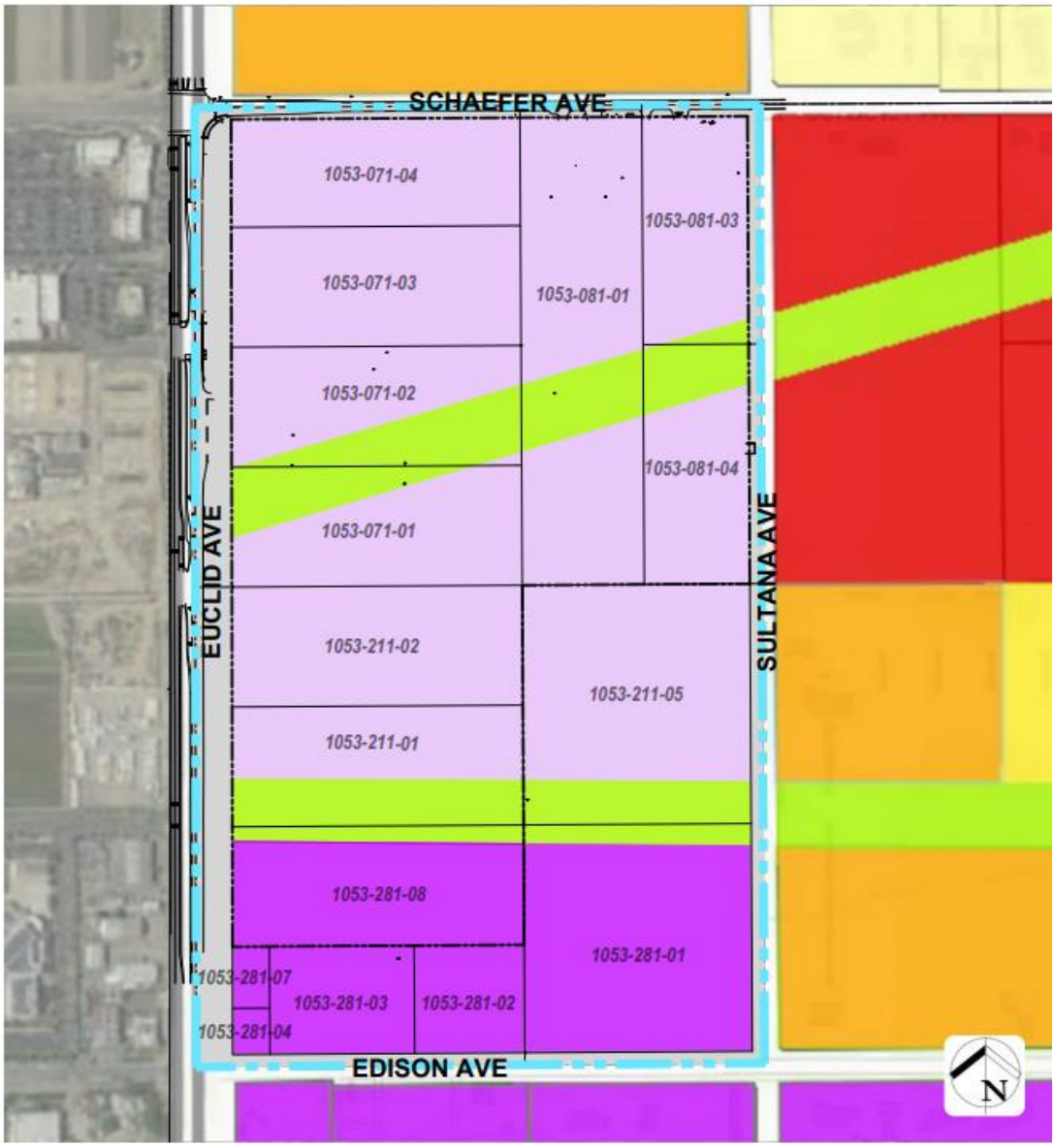
onsite access is obtained, the potentially significant impacts on Biological Resources, Geology and Soils, and Hazards and Hazardous Materials in Phase 2 can be mitigated to less than significant. Nevertheless, since level of impact cannot be known for Phase 2 areas at this time, the EMUSP EIR conservatively concludes that there are significant and unavoidable impacts.

With the implementation of the various mitigation measures, many of the potential adverse impacts can be reduced to a level of less than significant. Of the 17 areas considered by the EIR, all but seven areas were less than significant or mitigated to a level of less than significant. The seven remaining impact areas, even with the mitigation measures, could not be reduced to less than significant, resulting in some impacts remaining potentially significant and unavoidable. These areas are:

- Agricultural and Forestry Resources
- Air Quality
- Biological Resources (Phase 2 only)
- Cultural Resources
- Geology and Soils (Phase 2 only)
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials (Phase 2 only)

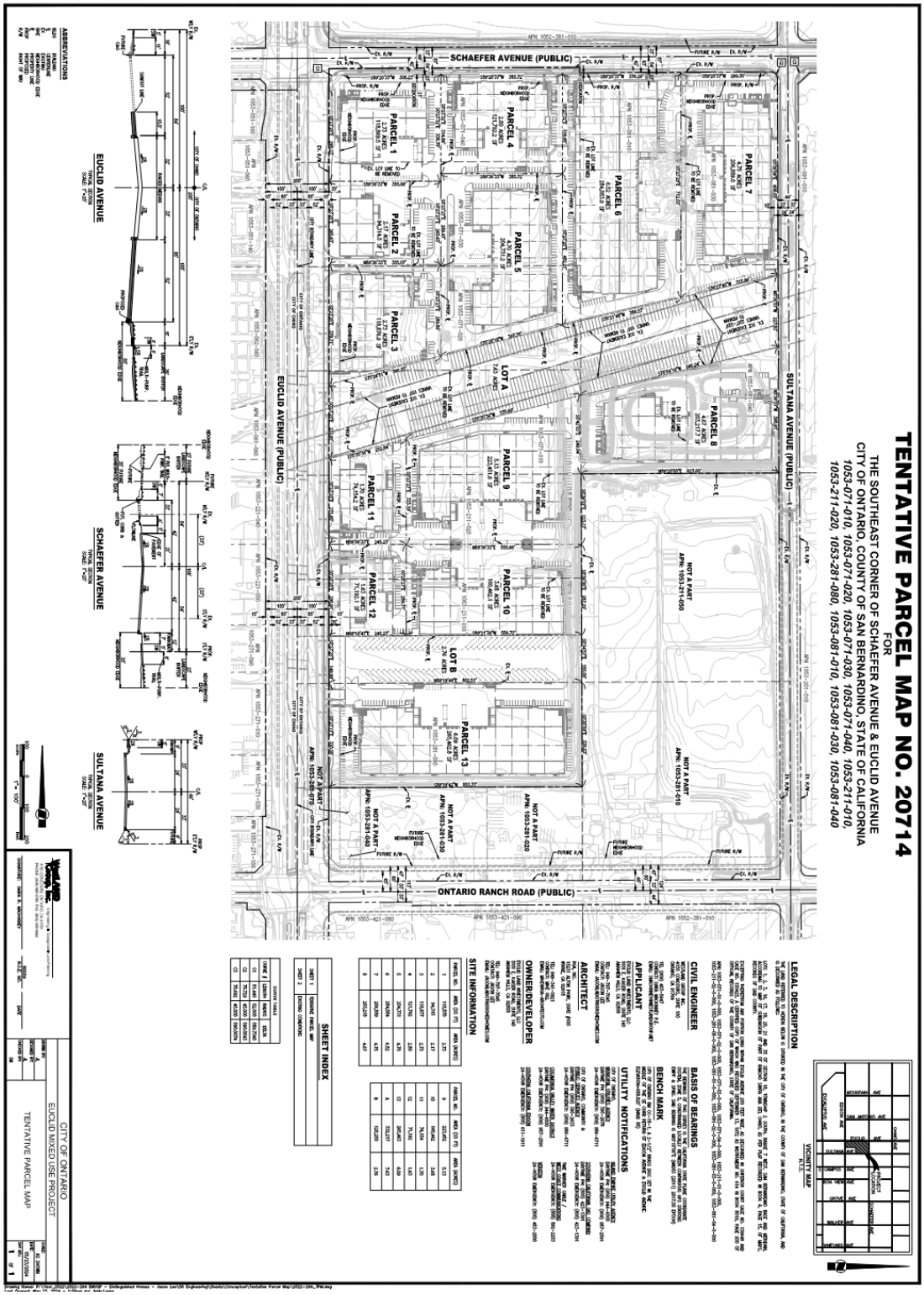
While mitigation of all potential impacts to a level of less than significant is desirable, the fact that seven areas will remain significant and unavoidable is not unexpected. The identification of these areas as significant and unavoidable also validates the work previously completed for TOP 2050. Staff continues to believe that the benefits of the proposed development outweigh the potential impacts associated with it. Therefore, staff recommends the Planning Commission recommend certification of the EIR to the City Council and that a Statement of Overriding Considerations be adopted for the Project.

Exhibit A— Euclid Mixed Use Specific Plan (File No. PSP22-001)



SPECIFIC PLAN BOUNDARY
000-00-00 EXISTING ASSESSOR PARCEL NUMBER (APN)
LOW DENSITY RESIDENTIAL (LDR)
LOW MEDIUM DENSITY RESIDENTIAL (LMDR)
MEDIUM DENSITY RESIDENTIAL (MDR)
COMMERCIAL
BUSINESS PARK
MIXED-USE
OPEN SPACE-NON RESIDENTIAL (OS-NR)

Exhibit B— TENTATIVE PARCEL MAP 20714



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA APPROVING FILE NO. PDA23-004, A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ONTARIO AND EUCLID LAND INVESTMENT, LLC, TO ESTABLISH THE TERMS AND CONDITIONS ASSOCIATED WITH TENTATIVE PARCEL MAP 20714 (FILE NO.PMTT23-005), A 60 ACRE PROPERTY LOCATED EAST OF EUCLID AVENUE, SOUTH OF SCHAEFER AVENUE, WEST OF SULTANA AVENUE AND NORTH OF EDISON AVENUE WITHIN THE EUCLID MIXED USE SPECIFIC PLAN (FILE NO. PSP22-001); (APNS: 1053-071-01; 1053-071-02; 1053-071-03; 1053-071-04; 1053-211-01; 1053-211-02; 1053-281-08; 1053-081-01; 1053-081-02; 1053-081-03; 1053-081-04)

WHEREAS Euclid Land Investment, LLC ("Applicant") has filed an application for the approval of a Development Agreement, File No. PDA23-004 as described in the title of this Resolution (hereinafter referred to as "Application" or "Project"); and

WHEREAS, the Application applies to 60 acres of land, located east of Euclid Avenue, south of Schaefer Avenue, west of Sultana Avenue and north of Edison Avenue within a proposed Euclid Mixed Use Specific Plan (File No. PSP22-001); and

WHEREAS, the applicant submitted Tentative Parcel Map 20714 (File No. PMTT23-005) to subdivide 60 acres of land into 13 numbered lots and 2 lettered lots to facilitate the construction of 12 business park buildings collectively totaling 882,538 square feet, and the associated landscape, common interest amenities, and facilities that are necessary for the project; and

WHEREAS, the environmental impacts of this project were reviewed in conjunction with the Euclid Mixed Use Specific Plan (File No. PSP22-001), for which an Environmental Impact Report (State Clearinghouse No. 2023020281) was prepared. This application introduces no new significant environmental impacts; and

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

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

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

Housing Element; and

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

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

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

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

WHEREAS, on July 23, 2024, the Planning Commission of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date; and

WHEREAS, on August 20, 2024, the City Council of the City of Ontario, California, conducted a hearing to consider the Project and concluded said hearing on that date; and

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

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

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

(1) The Environmental Impact Report (State Clearing House No. 2023020281) was approved for City Council consideration by the Planning Commission on July 23, 2024. This application introduces no new

significant environmental impacts; and

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

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

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

(5) The proposed project will introduce no new significant environmental impacts beyond the EIR, and all mitigation measures adopted with the EIR, are incorporated herein by this reference.

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

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

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

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

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

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

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

(d) Mitigation measures or alternatives considerably different from those analyzed in the EIR would substantially reduce one or more

significant effects on the environment, but which the City declined to adopt.

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

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

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

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

(1) The Development Agreement applies to approximately 60 acres of land, located east of Euclid Avenue, south of Schaefer Avenue, west of Sultana Avenue and north of Edison Avenue within a proposed Euclid Mixed Use Specific Plan (File No. PSP22-001); and

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

(3) The Development Agreement grants the Applicant a vested right to develop Tentative Parcel Map 20714 (File No. PMTT23-005) as long as the Applicant complies with the terms and conditions of the Euclid Mixed Use Specific Plan and EIR. Tentative Parcel Map 20714 is located east of Euclid Avenue, south of Schaefer Avenue, west of Sultana Avenue and north of Edison Avenue within the Euclid Mixed Use Specific Plan, and to subdivide 60 acres of land into 13 numbered lots and 2 lettered lots to facilitate the construction of 12 business park buildings collectively totaling 882,538 square feet; and

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

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

(6) This Development Agreement will promote the goals and objectives of the Land Use Element of the Policy Plan. The Environmental Impact Report (State Clearing House No. 2023020281) was approved for City Council consideration by the Planning Commission on July 23, 2024; and

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

SECTION 6: ***City Council Action.*** Based upon the findings and conclusions set forth in Sections 1 through 5, above, the City Council hereby RECOMMENDS THE CITY COUNCIL APPROVE the herein described Application, subject to each and every condition set forth in the Development Agreement (File No. PDA23-004) attached hereto as "Attachment A," and incorporated herein by this reference

SECTION 7: ***City Council Required Actions***. Approval of this Application is contingent upon City Council approving the following:

(1) Euclid Mixed Use Specific Plan (File No. PSP22-001)

(2) Euclid Mixed Use Specific Plan EIR (SCH #2023020281)

If the City Council does not approve the Euclid Mixed Use Specific Plan (File No. PSP22-001) and the Euclid Mixed Use Specific Plan EIR (SCH #2023020281), this Resolution should become null and void and of no further force and effect.

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

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

SECTION 10: ***Severability.*** If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The People of the City of Ontario hereby declare that they would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 11: ***Effective Date.*** This Ordinance shall become effective 30 days following its adoption.

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

PASSED, APPROVED, AND ADOPTED this _____ 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. PDA23-004

DEVELOPMENT

AGREEMENT

By and Between

City of
Ontario
a California municipal

corporation and

Euclid Land Investment, LLC
A Delaware limited liability company

(Development Agreement to follow this page)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

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

Space above this line for Recorder's Use Only Exempt from Fees Per Gov. Code § 6103

File No. PDA23-004

DEVELOPMENT AGREEMENT

By and Between

CITY OF ONTARIO
a California municipal corporation

and

Euclid Land Investment, LLC
A Delaware limited liability company

_____, 2024

San Bernardino County, California

DEVELOPMENT AGREEMENT NO. PDA23-004

This Development Agreement (hereinafter "Agreement") is dated for reference purposes only as of the ____ day of _____, 2024 by and among the City of Ontario, a California municipal corporation (hereinafter "CITY"), Euclid Land Investment, LLC a Delaware limited liability company (hereinafter "OWNER"):

RECITALS

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code and Section 4.01.015 of the Ontario Development Code; and

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

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

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

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

WHEREAS, all of the procedures of the California Environmental Quality Act, Pub. Res. Code § 21000, et seq. ("CEQA") have been met with respect to the Project and the Agreement in that certain Euclid Mixed Use Specific Plan Amendment Subsequent Environmental Impact Report (State Clearinghouse No. State Clearinghouse No. 2023020281 (the "FEIR").

WHEREAS, on _____the City Council found and determined that the FEIR was prepared in accordance with the requirements of CEQA and adequately describes the impacts of the Project described in the FEIR, which included consideration of this Agreement; and

WHEREAS, this Agreement and the Project are consistent with the CITY's Comprehensive General Plan and the Euclid Mixed Use Specific Plan and

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

WHEREAS, development of the Project Site, as more particularly described and depicted in **Exhibits A** and **B**, respectively (the "Property") in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Section 65864 et seq. of the Government Code are intended; and

WHEREAS, OWNER has incurred and will in the future incur substantial costs in order to assure development of the Property in accordance with this Agreement; and

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

COVENANTS

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

1. DEFINITIONS AND EXHIBITS.

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

1.1.1 "Agreement" means this Development Agreement.

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

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

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

(a) general plans and general plan amendments; and specific plans and specific plan amendments;

(b) tentative and final subdivision and parcel maps;

(c) development plan review.

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

1.1.6 "Development Impact Fee" means a monetary exaction, other than a tax or special assessment, whether characterized as a fee or a tax and whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, and, for purposes of this Agreement only, includes fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4. For purposes of this Agreement only, "Development Impact Fee" shall not include processing fees and charges imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued, including, without limitation, fees for zoning variances; zoning changes; use permits; building inspections; building permits; filing and processing applications and petitions filed with the local agency formation commission or conducting preliminary proceedings or proceedings under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3 (commencing with Section 56000) of Title 5 of the Government Code; the processing of maps under the provisions of the Subdivision Map Act, Division 2 (commencing with Section 66410) of Title 7 of the Government Code; or planning services under the authority of Chapter 3 (commencing with Section 65100) of Division 1 of Title 7 of the Government Code, fees and charges as described in Sections 51287, 56383, 57004, 65104, 65456, 65863.7, 65909.5, 66013, 66014, and 66451.2 of the Government Code, Sections 17951, 19132.3, and 19852 of the Health and Safety Code, Section 41901 of the Public Resources Code, and Section 21671.5 of the Public Utilities Code, as such codes may be amended or superseded, including by amendment or replacement.

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

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

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

1.1.10 "Existing Land Use Regulations" means all Land Use Regulations in effect on the date of the first reading of the ordinance adopting and approving this Agreement. Existing Land Use Regulations includes the Regulations incorporated herein as Exhibit "D" and all other Land Use Regulations that are in effect and a matter of public record on such date.

1.1.11 "General Plan" means The Ontario Plan adopted on August 16, 2022, as amended up to the date of the first reading of the ordinance adopting and approving this Agreement.

1.1.12 "Improvement" or "Improvements" means those public improvements required to support the development of the Project as described in the Parcel Map conditions for Parcel Map No. 20714 ("Parcel Map") as further described in Exhibit "E" and depicted in Exhibit “F”(together, the "Infrastructure Improvements Exhibit").

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

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

(b) taxes and assessments;

(c) the control and abatement of nuisances;

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

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

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

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

1.1.16 "Owner Affiliate" shall mean, (i) any entity that directly or indirectly controls, is controlled by, or is under common control with OWNER, or (ii) an entity at least a majority of whose economic interest is owned by OWNER. For purposes of this definition, the term “control” means the power to direct the management of such entity through voting rights, ownership or contractual obligations.

1.1.17 “Phase” means the development area described in the Infrastructure Improvements Exhibit to this Agreement.

1.1.18 “Phase 2 Water Participation Fee” means the fee paid to the CITY for the Project, to fund the Property’s respective share of the project costs of the design and construction of the Phase 2 Water Improvements by the CITY. The Phase 2 Water Participation Fee shall be the calculated amount of the Regional Water DIF for the Project based upon the number of square feet, acreage, and land use category for non-residential square footage of the Project.

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

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

1.1.21 "Reservations of Authority" means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.4 of this Agreement.

1.1.22 "Specific Plan" means that certain specific plan adopted by the City Council, and entitled, "Euclid Mixed Use Specific Plan".

1.1.23 "Subsequent Development Approvals" means all discretionary Development Approvals required subsequent to the Effective Date in connection with development of the Property. Subsequent Development Approvals shall be deemed to be subject to the provisions of this Agreement, without any further action needed on the part of either the CITY or OWNER.

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

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

Exhibit "A" — Legal Description of the Property.

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

Exhibit "C" — Existing Development Approvals.

Exhibit "D" — Existing Land Use Regulations.

Exhibit "E" — Description of Required Infrastructure Improvements

Exhibit "F" — Depiction of Infrastructure Improvements Exhibits

Exhibit "G" – Form of Certificate of DIF Credit to be issued by CITY

2. GENERAL PROVISIONS.

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

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of fee simple title or the lessee or an optionee of the Property or a portion(s) thereof. To the extent applicable, OWNER has obtained written consent from the current fee owner of the Property agreeing to the terms of this Agreement and the recordation thereof.

2.3 Term. The term of this Agreement shall commence on the Effective Date and shall continue for an initial term of ten (10) years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement. Upon approval by the City Manager, without the need for City Council approval, the term of this Agreement may be extended for an additional five (5) years following expiration of the initial ten (10) year term, provided the following have occurred:

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

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

2.4 Assignment.

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

(a) Except as expressly provided for herein, no sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property.

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

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

(d) Notwithstanding the foregoing, OWNER shall have the right to assign this Agreement to an Owner Affiliate subject to the notice requirements to CITY as described in Paragraph (b) of this Section 2.4.1, above.

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

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

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

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

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER (if any) to secure performance of its obligations hereunder which are to be performed upon portion of the Property sold, transferred or assigned.

2.4.3 Effect of Assignment and Release of Obligations. In the event of a sale, transfer or assignment pursuant to the provisions of Section 2.4.1 and notwithstanding the release provisions of Section 2.4.2 above:

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

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

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

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

2.4.5 Termination of Agreement With Respect to Individual Lots Upon Sale to Public and Completion of Construction. The provisions of Subsection 2.4.1 shall not apply to the sale or lease (for a period longer than one (1) year) of any parcel which has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user of the parcel. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one (1) year) to a member of the public or other ultimate user; and,

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

2.4.6 Partial Assignment and Assumption. CITY and OWNER agree OWNER may partially assign its obligations and rights under this Agreement, and all amendments hereto, to a purchaser, transferee or assignee of a lot, which has been subdivided subject to provisions of a partial assignment and assumption agreement in a form approved by CITY. Any such complete and executed partial assignment and assumption of this Agreement shall be submitted to CITY for approval pursuant to Section 2.4.1 of this Agreement. Within thirty (30) days following such complete submittal, CITY shall review, and if the above conditions are satisfied, may approve the partial assignment and release and notify the purchaser, transferee or assignee in writing thereof. No such release approved pursuant to this Subsection 2.4.6 shall cause, or otherwise affect, a release of OWNER from the duties and obligations under this Agreement that are retained by OWNER and excluded from the transfer or assignment.

2.5 Amendment or Cancellation of Agreement. This Agreement may be amended or cancelled in whole or in part only in the manner provided for in Government Code Section 65868.1. Any amendment of this Agreement, which amendment has been requested by OWNER, shall be considered by the CITY only upon the payment of the applicable processing charge. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement. Either party or successor in interest, may propose an amendment to or cancellation, in whole or in part, of this Agreement. Any amendment or cancellation shall be by mutual consent of the parties or their successors in interest except as provided otherwise in this Agreement or in Government Code Section 65865.1. For purposes of this section, the term "successor in interest" shall mean any person having a legal or equitable interest in the whole of the Property, or any portion thereof as to which such person wishes to amend or cancel this Agreement. The procedure for proposing and adopting an amendment to, or cancellation of, in whole or in part, this Agreement shall be the same as the procedure for adopting and entering into this Agreement in the

first instance. Notwithstanding the foregoing sentence, if the CITY initiates the proposed amendment to, or cancellation of, in whole or in part, this Agreement, CITY shall first give notice to the OWNER of its intention to initiate such proceedings at least sixty (60) days in advance of the giving the public notice of intention to consider the amendment or cancellation.

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

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

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

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

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

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

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement which has occurred prior to such termination or with respect to any obligations which are specifically set forth as surviving this Agreement. Upon such termination, any public facilities and service mitigation fees paid pursuant to Section 4.2 of this Agreement by OWNER to CITY on which construction has not yet begun shall be refunded to OWNER by CITY within ten (10) business days.

2.8 Notices.

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

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

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

If to OWNER:
Euclid Land Investment, LLC, A Delaware limited liability company

By: RCCD, Inc. a California corporation, Its Manager

By: Richard Cisakowski, Its President

8101 E. Kaiser Blvd. Suite 140Anaheim Hills, CA 92808

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

With a copy to:
John Condas
Allen Matkins Leck Gamble Mallory & Natsis LLP
2010 Main Street, Suite 800, Irvine, CA 92614

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

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservations of Authority in Section 3.4, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, the Development Plan. The Project shall remain subject to all Subsequent Development Approvals required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, the permitted uses of the Property, the density and intensity of use, the

maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Development Plan.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservations of Authority in Section 3.4, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Existing Land Use Regulations. In connection with any Subsequent Development Approval, CITY shall exercise discretion in accordance with the same manner as it exercises its discretion under its police powers, including the Reservations of Authority set forth herein; provided however, that such discretion shall not prevent development of the Property for the uses and to the density or intensity of development set forth in this Agreement.

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

3.3.1 Infrastructure Improvement Exhibit. Attached hereto as Exhibits “E” and "F" are a description and depiction, respectively, of the Improvements needed for the development of the Property. In the event of any discrepancy between Exhibit E and Exhibit F, Exhibit F shall control.

3.4 Reservations of Authority.

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

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

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

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

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

(e) Regulations that do not conflict with those rules, regulations and policies set forth in this Agreement or the Development Plan and which do not impose additional obligations, costs, and expenses on OWNER or the Project;

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

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

3.4.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. In the event OWNER alleges that such State or Federal laws or regulations preclude or prevent compliance with one or more provisions of this Agreement, and the CITY does not agree, the OWNER may, at its sole cost and expense, seek declaratory relief (or other similar non-monetary remedies); provided however, that nothing contained in this Section 3.4.3 shall impose on CITY any monetary liability for contesting such declaratory relief (or other similar non-monetary relief).

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

necessary, to reserve to CITY all such power and authority which cannot be restricted by contract.

3.5 Public Works; Utilities. If OWNER is required by this Agreement or a condition of Project approval to construct any public works facilities which will be dedicated to CITY or any other public agency upon completion, and if required by applicable laws to do so, OWNER shall perform such work in the same manner and subject to the same standards as would be applicable to CITY or such other public agency should it have undertaken such construction. As a condition of development approval, OWNER shall connect the Project to all utilities necessary to provide adequate water, recycled water, sewer, gas, electric, and other utility services necessary for the Project, as further described and depicted in the Infrastructure Improvements Exhibit. As a further condition of development approval, OWNER shall to the extent possible contract with the CITY for CITY-owned or operated utilities for this purpose, for such price and on such terms as may be available to similarly situated customers in the CITY. As a further condition of development approval, to the extent OWNER does not own the Property in fee simple, OWNER will provide to CITY the written consent from the current fee owner of the Property agreeing to the terms of this Agreement and the recordation thereof, pursuant to Section 2.2.

3.5.1 OWNER agrees that development of the Project shall require the construction of storm drain Improvements from the Property described in Exhibit E and depicted in Exhibit F. OWNER shall be responsible for payment of a fee in-lieu (the Euclid Avenue Storm Drain In-Lieu Fee) of actual construction of the ultimate Euclid Avenue storm drain Improvements, south of Merrill Avenue. OWNER shall pay the CITY prior to the issuance of the first building permit, Nine Hundred Forty-Four Thousand Two Hundred Eighty Seven Dollars and Ninety Four Cents ($944,287.94). Upon OWNER'S complete payment of the Euclid Avenue Storm Drain In-Lieu Fee, the CITY shall issue a Certificate of DIF Credit in the Regional Storm Drain category equal to the amount paid to the CITY. Such Regional Storm Drain DIF Certificate shall be issued by CITY within thirty (30) business days of the receipt of such required payment. OWNER and CITY agree that CITY may issue grading, building and other required permits for OWNER to initiate construction of structures for the Property according to plans approved by CITY, and OWNER agrees that OWNER shall not request and CITY shall not issue a final occupancy permit for any buildings prior to payment of the Euclid Avenue Storm Drain In-Lieu Fee and construction of the storm drain Improvements described in Exhibit E and depicted in Exhibit F. CITY and OWNER mutually acknowledge and agree, that upon OWNER's complete payment of the Euclid Avenue Storm Drain In-Lieu Fee, such obligation shall be deemed satisfied and CITY shall not hold up a request for final occupancy permit for any buildings on the Property, based on the actual construction and completion of the ultimate Euclid Avenue storm drain Improvements. CITY agrees that OWNER may request that CITY issue temporary certificates of occupancy on a building-by-building basis prior to completion of the storm drain improvements.

3.5.2 OWNER agrees that development of the Project shall require the construction of street Improvements as described in Exhibit E and depicted in Exhibit F. OWNER and CITY agree that CITY may issue grading, building and other required

permits for OWNER to initiate construction of structures for the Property according to plans approved by CITY, and OWNER agrees that OWNER shall not request, and CITY shall not issue a final occupancy permit for any buildings on the Property prior to Substantial Completion of the street Improvements as described in Exhibit E and depicted in Exhibit F. For purposes of the foregoing, street Improvements shall be deemed "Substantially Complete" even if the final lift of pavement has not been completed (i.e., OWNER may install the final lift after completion of all other construction). CITY agrees that OWNER may request that CITY issue temporary certificates of occupancy on a building-by-building basis prior to completion and subject to final acceptance by CITY of the street Improvements. OWNER agrees that the street improvements shall be completed and subject to final acceptance by CITY prior to the release of any security for the construction of the street improvements. OWNER and CITY agree that a portion of the street Improvements described in Exhibit E and depicted in Exhibit F may be constructed by others, or pursuant to a cooperative agreement with others. If such street Improvements are constructed by others, or in cooperation with others, and are completed and accepted by CITY prior to OWNER's request to CITY of the required grading, building or other required permits for OWNER to initiate construction of structures for the Property, then OWNER shall not be required to construct those street Improvements constructed and completed by others and accepted by CITY.

3.5.3 OWNER agrees that development of the Property shall require the construction of water utility Improvements as described in Exhibit E and depicted in Exhibit F consisting generally of the construction of the potable water Improvements to serve the Property as described in Exhibit E and depicted in Exhibit F. OWNER and CITY agree that CITY may issue grading, building and other required permits for OWNER to initiate construction of structures for the Property according to plans approved by CITY upon completion of sufficient water improvements to serve the Property from at least one point of connection. OWNER and CITY agree that OWNER may, in-lieu of utilizing recycled water during grading and construction, utilize water from existing agricultural wells on the Property subject to the terms of a separate Well Use Agreement between the CITY and OWNER. OWNER agrees that OWNER shall not request and CITY shall not issue a final occupancy permit for any buildings on the Property until the completion of the potable water improvements described in Exhibit E and depicted in Exhibit F. City agrees that OWNER may request that CITY issue temporary certificates of occupancy on a building-by-building basis prior to completion of the water improvements if there is available permanent water service from a minimum of two (2) points of connection and sufficient water is available for fire protection purposes for any buildings while under construction. OWNER and CITY agree that a portion of the water Improvements described in Exhibit E and depicted in Exhibit F may be constructed by others, or pursuant to a cooperative agreement with others. If such water Improvements are constructed by others, or in cooperation with others, and are completed and accepted by CITY prior to OWNER's request to CITY of the required grading, building or other required permits for OWNER to initiate construction of structures for the Property, then OWNER shall not be required to construct those water Improvements constructed and completed by others and accepted by CITY.

3.5.4 OWNER agrees that development of the Property shall require the construction of sewer Improvements as described in Exhibit E and depicted in Exhibit F. OWNER and CITY agree that CITY may issue grading, building and other required permits for OWNER to initiate construction of structures for the Property according to plans approved by CITY, and OWNER agrees that OWNER shall not request and CITY shall not issue a final occupancy permit for any buildings prior to completion of the sewer improvements described in Exhibit E and depicted in Exhibit F. CITY agrees that OWNER may request that CITY issue temporary certificates of occupancy on a building-by-building basis prior to the completion of the sewer improvements described in Exhibit E and depicted in Exhibit F. OWNER and CITY agree that a portion of the sewer Improvements described in Exhibit E and depicted in Exhibit F may be constructed by others, or pursuant to a cooperative agreement with others. If such sewer Improvements are constructed by others, or in cooperation with others, and are completed and accepted by CITY prior to OWNER's request to CITY of the required grading, building or other required permits for OWNER to initiate construction of structures for the Property, then OWNER shall not be required to construct those sewer Improvements constructed and completed by others and accepted by CITY.

3.5.5 OWNER agrees that development of the Property shall require the construction of recycled water utility improvements to serve the Property, consisting generally of the construction of recycled water utility Improvements as described in Exhibit E and depicted in Exhibit F. OWNER and CITY agree that the CITY may issue grading, building and other required permits for OWNER to initiate construction of structures for the Property according to plans approved by CITY upon completion of sufficient water and recycled water improvements to serve the Property from at least one point of connection and OWNER agrees that OWNER shall not request and CITY shall not issue any occupancy permit for any buildings on the Property until the completion of the water improvements described in Exhibit E and depicted in Exhibit F. CITY agrees that OWNER may request a temporary occupancy permit for a building and, if OWNER requests that a temporary certificate of occupancy be issued for a building prior to the completion of the extension of permanent master planned recycled water utility Improvements to serve the Property that CITY may consider such request and may issue temporary certificates of occupancy on a building-by-building basis prior to completion of recycled water improvements if there is available permanent recycled water service connection and sufficient recycled water is available. OWNER and CITY agree that all, or a portion of, the permanent master planned recycled water utility Improvements described in Exhibit E and depicted in Exhibit F may be constructed by others. If such recycled water utility Improvements are constructed by others and completed and accepted by CITY prior to OWNER'S request to CITY of the required grading, building, or other required permits for OWNER to initiate construction of structures for the Property, then OWNER shall not be required to construct those permanent master planned recycled water utility Improvements.

3.5.6 OWNER agrees that development of the Property shall require the construction of fiber optic communications infrastructure, at OWNER's sole cost and expense, as described in the attached Exhibit E and depicted in Exhibit F consisting generally of the construction of fiber optic communications infrastructure to serve the

Property. OWNER and CITY agree that CITY may issue grading, building and other required permits for OWNER to initiate construction of structures for the Property according to plans approved by CITY and OWNER agrees that OWNER shall not request and CITY shall not issue a final occupancy permit for any buildings prior to completion of the fiber optic communications infrastructure, as described in Exhibit E and depicted in Exhibit F. CITY agrees that OWNER may request that CITY issue temporary certificates of occupancy on a building-by-building basis prior to the completion of the fiber optic communications infrastructure, as described in Exhibit E and depicted in Exhibit F.

3.6 Acquisition of Offsite Provision of Real Property Interests. In any instance where OWNER is required by any Development Approval or Land Use Regulation to construct any public improvement on land not owned by OWNER ("Offsite Improvements"), the CITY and OWNER shall cooperate in acquiring the necessary legal interest ("Offsite Property") as described below in Section 3.7. This Section 3.6 is not intended by the parties to impose upon the OWNER an enforceable duty to acquire land or construct any public improvements on land not owned by OWNER, except to the extent that the OWNER elects to proceed with the development of the Project, and then only in accordance with valid conditions imposed by the CITY upon the development of the Project under the Subdivision Map Act or other legal authority.

3.7 Real Property Interests.

3.7.1 CITY Acquisition of Offsite Property. In the event OWNER is required to construct any public improvements on land not owned by OWNER, Sections 3.7.1 and 3.7.2 shall control the acquisition of the Offsite Property. If the OWNER is unable to acquire such Offsite Property, and following the written request from the OWNER to CITY, CITY agrees to use reasonable and diligent good faith efforts to acquire the Offsite Property from the owner or owners of record by negotiation to the extent permitted by law and consistent with this Agreement. If CITY is unable to acquire the Offsite Property by negotiation within thirty (30) days after OWNER'S written request, CITY may, initiate proceedings utilizing its power of eminent domain to acquire the Offsite Property at a public hearing noticed and conducted in accordance with California Code of Civil Procedure Section 1245.235 for the purpose of considering the adoption of a resolution of necessity concerning the Offsite Property, subject to the conditions set forth in this Section 3.7.1 The CITY and OWNER acknowledge that the timelines set forth in this Section 3.7.1 represent the maximum time periods which CITY and OWNER reasonably believe will be necessary to complete the acquisition of any Offsite Property. CITY agrees to use reasonable good faith efforts to complete the actions described within lesser time periods, to the extent that it is reasonably able to do so, consistent with the legal constraints imposed upon CITY.

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

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

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

3.9 Tentative Parcel Maps. With respect to applications by OWNER for tentative parcel maps for portions of the Property, CITY agrees that OWNER may file and process tentative maps in accordance with Chapter 4.5 (commencing with Section 66498.1) of Division 2 of Title 7 of the California Government Code and the applicable provisions of CITY's subdivision ordinance, as the same may be amended from time to time. In accordance with the provisions of Section 66452.6 of the Government Code, each tentative subdivision map or tentative parcel map, heretofore or hereafter approved in connection with development of the Property, shall be deemed to have been granted an extension of time to and until the expiration, cancellation, or termination of this Agreement.

3.10 Specific Plan Charge. Pursuant to Government Code section 65456, the City Council may consider adopting a specific plan charge upon persons seeking CITY approvals that are required to be consistent with the Specific Plan. Any such charges shall, in the aggregate, defray, but not exceed, the estimated cost of preparation, adoption, and administration of the Specific Plan, including costs incurred pursuant to the California Environmental Quality Act (Pub. Resources Code, §§ 21000 et seq.). As nearly as can be estimated, the charges shall be a prorated amount in accordance with the applicant's relative benefit derived from the Specific Plan. If such charges are adopted, the CITY shall use such charges to reimburse the OWNER who originally paid the cost of preparing the Specific Plan, including costs incurred pursuant to the California Environmental Quality Act (Pub. Resources Code, §§ 21000 et seq.) to the extent the OWNER paid more than its relative benefit from the Specific Plan. Such charges, if adopted, shall be imposed on persons seeking CITY approvals that are required to be consistent with the Specific Plan, to the extent such person(s) has/have not entered into a reimbursement agreement with, and satisfactory to, the person(s) originally responsible for the cost of preparing the Specific Plan, including costs incurred pursuant to CEQA.

4. PUBLIC BENEFITS.

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

4.2 Development Impact Fees.

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

4.2.2 Time of Payment. The Development Impact Fees required pursuant to Section 4.2.1 shall be paid to CITY prior to the issuance of building permit for each applicable building (subject to the application/use of available fee deferrals or credits), except for the Species, Habitat Conservation, and Open Space Mitigation Development Impact Fee, which shall be paid by OWNER to CITY prior to the issuance of a grading permit.

4.3 Responsibility for Construction of Public Improvements.

4.3.1 Timely Construction of Public Infrastructure. The phasing of the area wide infrastructure construction within the vicinity of the Project shall be as approved by the CITY. OWNER shall be responsible for the timely construction and completion of all public infrastructure required for the Project as described and depicted in the Infrastructure Improvements Exhibit and any and all parcel map conditions. Unless otherwise specified in the Parcel Map conditions, and subject to the provisions of Section 3.5 and 3.6, all other required Improvements for the parcel map, shall be substantially completed and operational prior to, and as a condition precedent to, OWNER requesting and CITY's granting of a final occupancy permit for any buildings to be constructed on the Property within the applicable parcel map. All Infrastructure and Improvements shall be completed as required by the Subdivision Agreement/Parcel Map conditions for Parcel Map No. 20714.

4.3.3 Construction of Public Infrastructure by Third Parties. CITY and OWNER acknowledge that a portion of the Improvements described in Exhibit E and depicted in Exhibit F are necessary for the development of surrounding properties within the Ontario Ranch and the other property owners are also obligated to construct the Improvements or portions thereof. As such, CITY agrees that OWNER's obligation to construct the

Improvements may be satisfied by third party owners pursuant to separate written agreements between OWNER and said third party undertaking the construction of the Improvements. Nothing in this Agreement shall be construed to prohibit the coordination of the construction of the Improvements between private parties, including the allocation of costs for the construction of the Improvements. Notwithstanding anything to the contrary herein, any applicable DIF Credits may be transferred and assigned from one (1) party to another with respect to the construction of the Improvements and such transfer or assignment shall not require the conveyance of any real property.

4.3.4 Availability and Use of Recycled Water. OWNER agrees that recycled water shall be available and utilized by OWNER for all construction-related water uses including prior to, and during, any grading of the Property. OWNER and CITY agree that OWNER may, in-lieu of utilizing recycled water during grading and construction, utilize water from existing agricultural wells on the Property subject to the terms of a separate Well Use Agreement between the CITY and OWNER.

4.3.5 Construction of DIF Program Infrastructure. To the extent OWNER is required to construct and completes construction of public improvements that are included in CITY's Development Impact Fee Program, CITY agrees that CITY shall issue DIF Credit in accordance with the provisions of a separate Fee Credit Agreement between CITY and OWNER. Limitations on the use of DIF Credit issued to OWNER to offset OWNER's DIF payment obligations shall also be subject to the provisions of a separate Fee Credit Agreement. OWNER may be eligible to receive DIF Credit from OWNER's construction of DIF Program Infrastructure. Any such DIF Credit shall be subject to a Fee Credit Agreement between CITY and OWNER. CITY and OWNER agree that the Fee Credit Agreement between CITY and OWNER shall comply with CITY's adopted policies applicable to such agreements.

4.4 Water Availability.

4.5.1 Water Availability. The Property requires the completion of the Phase 2 Water Improvements (Phase 2A and 2B) for permanent water system capacity and supply. Until the Phase 2 Water Improvements are fully constructed and completed, OWNER acknowledges that the Project shall have sufficient water capacity and supply on an interim basis made available through the construction of the Potable Water Improvements (as described in Exhibit E), the Phase 2A Water Improvements, and the Interim Chino Avenue Loop depicted in Exhibit F. OWNER acknowledges and agrees that the CITY shall not issue final certificates of occupancy for the Project until the completion of the Potable Water Improvements (as described in Exhibit E), the Phase 2A Water Improvements and the Interim Chino Avenue Loop, as depicted in Exhibit F. OWNER further acknowledges and agrees the Property requires the Phase 2 Water Improvements as depicted in Exhibit F.

4.5.2 Phase 2 Water Construction Fee. Prior to CITY's issuance of a grading permit (with the exception of the grading permit for PTUP24-043) for any parcel of the Property (each, a "Grading Permit"), OWNER shall pay to CITY the applicable Phase 2 Water Construction Fee. The Phase 2 Water Construction Fee shall be calculated based

on the following formula: (a) the regional water development impact fee, based on the square footage of developable property and the approved land use category for each Phase of the Project (the "Base Regional Water DIF"), PLUS (b) OWNER's pro rata share of the difference between the total projected cost of construction of the Phase 2 Water Improvements (the "Pro Rata Share") and the Base Regional Water DIF. To determine the Pro Rata Share, which may fluctuate over time, CITY shall, at the time OWNER applies for a Grading Permit, calculate the total projected cost of construction of the Phase 2 Water Improvements and subtract from that amount (y) all Phase 2 Water Construction Fees previously collected and (z) the aggregate Base Regional Water DIF to be paid by OWNER and all developers then at that time obligated to pay a Base Regional Water DIF specifically for use of the Phase 2 Water Improvements (together, the "Phase 2 Water Developers"). If the difference is zero or a number less than zero, then there is no Pro Rata Share and the Phase 2 Water Construction Fee shall equal the sum of all Base Regional Water DIF to be paid by all Phase 2 Water Developers. If the difference results in a positive number, the funding gap (the "Funding Gap") shall be divided by the total acreage of land to be developed by the Phase 2 Water Developers to obtain a Funding Gap "per acre" amount (the "Funding Gap Per Acre Amount"). Each Phase 2 Water Developer's respective total acreage to be developed shall then be multiplied by the Funding Gap Per Acre Amount to obtain each Phase 2 Water Developer's Pro Rata Share, which will then be added to each Phase 2 Water Developer's Base Regional Water DIF to obtain the Phase 2 Water Construction Fee due and payable at the time of issuance of the applicable Grading Permit.

4.5.3 DIF Credit for Phase 2 Water Construction Fees. Within thirty (30) days of OWNER's payment of each Phase 2 Water Construction Fee, CITY shall issue a certificate of DIF Credit which may be used to offset OWNER's DIF obligations in the Regional Water DIF Category. The form of the Certificate of DIF Credit shall be as described in Exhibit G, attached hereto and incorporated herein. OWNER acknowledges that any Regional Water DIF Credit issued to OWNER shall not be used to satisfy Phase 2 Water Construction Fees and may only be used to offset OWNER's DIF obligations in the Regional Water DIF Category.

4.5.4 Additional Contributions for Phase 2 Water Improvements. OWNER acknowledges and agrees that, as of the Effective Date of this Agreement, the CITY does not have sufficient funding to construct and complete the Phase 2 Water Improvements. OWNER agrees to provide the CITY with additional contributions for the Phase 2 Water Improvements prior to the issuance of a Grading Permit (with the exception of the grading permit for PTUP24-043) for any Phase within the Project, pursuant to the Pro Rata Share calculation as set forth in Section 4.5.2 above. OWNER acknowledges and agrees that the CITY has the right to conduct subsequent reviews of the available funding for the construction of, or continuation of the construction of, the Phase 2 Water Improvements. If at any time outside of OWNER's submission of a request for a Grading Permit the CITY determines that there is not sufficient funding for the construction of, or continuation of the construction of, the Phase 2 Water Improvements necessary to support current and anticipated future development within the Ontario Ranch area served by the Phase 2 Water Improvements, OWNER agrees to pay such

subsequent additional contribution payment necessary from the OWNER (on a pro rata basis with other Phase 2 Water Developers then existing at the time) to the CITY to initiate construction of, or continue construction of, the Phase 2 Water Improvements. The CITY shall determine OWNER's additional contribution amount (above and beyond OWNER's Pro Rata Share) and such amount shall be due and payable to the CITY within thirty (30) days of written notice from the CITY to OWNER.

4.5.5 Future Reimbursement of Pro Rata Share of Phase 2 Water Construction Fees. OWNER agrees that the CITY will be responsible for the construction and completion of the Phase 2 Water Improvements, as depicted in Exhibit F. Subject to the successful completion of the Phase 2 Water Improvements, CITY and OWNER shall meet periodically and/or as needed from the date of completion of the Phase 2 Water Improvements, to jointly develop a plan and mutually enter into an agreement for the reimbursement of OWNER's Pro Rata Share of Phase 2 Water Construction Fees that may be reimbursed from future development in the 925 Zone as depicted in the City's Domestic Water Master Plan, following any reallocation of each Phase 2 Water Developer's Pro Rata Share, CITY's collection of additional Regional Water DIF in connection with construction of the Phase 2 Water Improvements, and after the completion of the Phase 2 Water Improvements. Such agreement shall be approved at the sole discretion of the Ontario City Council.

4.5 Compliance with Public Benefits Requirements.

4.5.1 Failure to Provide Public Benefits. In the event OWNER fails or refuses to comply with any condition referenced in Section 4.1 through 4.5, or challenges (whether administratively or through legal proceedings) the imposition of such conditions, OWNER shall be deemed in default of this Agreement, thereby entitling CITY to any and all remedies available to it, including, without limitation, the right of CITY to withhold OWNER's Project-related building permits, certificates of occupancy, or discretionary approvals, without liability. Nothing herein shall waive OWNER's right to assert a default (or failure to perform) by CITY has excused OWNER's performance under this Agreement.

5. FINANCING OF PUBLIC IMPROVEMENTS.

5.1 Financing Mechanism(s). OWNER agrees that, prior to the recordation of any Parcel Map, the property subject to such Parcel Map shall be included in a CFD to finance CITY services through annual special taxes that will initially be Twenty-Five Cents ($.25) per square foot for non-residential buildings. These amounts shall be subject to an automatic increase at a rate not to exceed four (4%) percent per year, unless otherwise modified by CITY. Depending on the fiscal year that the CFD is formed and the CFD tax is levied, the annual special taxes may be higher. CITY shall be the sole and exclusive lead agency in the formation of any CFD, assessment district or other public financing mechanism within the Property; provided however, that the proceeds of any such CFD, assessment district, or financing mechanism may be used, subject to restrictions that may be imposed by applicable law, for the purposes of acquiring, constructing or maintaining public facilities to be owned or operated by other public agencies, including, without

limitation those facilities owned or operated by a school district. In addition to the rights of the CITY pursuant to section 5.1 hereof, CITY shall have the right, but not the obligation, to condition the formation of any CFD, assessment district or other public financing mechanism within the Property on the OWNER mitigating all Project-related impacts to the applicable school district(s) as required by such school district(s). Written evidence by such school district(s) may be required by the CITY as the condition to the formation of any CFD, assessment district or other public financing mechanism within the Property, or any steps preliminary thereto, including, without limitation, the adoption of any resolution of intention to form such CFD, assessment district or other public financing mechanism within the Property. It is not the intent of the parties hereto, by this provision, to prohibit or otherwise limit CITY's ability to take any and all necessary steps requisite to the formation of the CFD to finance CITY services through annual special taxes as set forth in this Section 5.1. Formation of any CFD, assessment district or other public financing mechanism within the Property, shall be subject to CITY's ability to make all findings required by applicable law and complying with all applicable legal procedures and requirements including, without limitation, CITY's public financing district policies as such policies may be amended from time to time. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district.

6. [OMITTED]

7. REVIEW FOR COMPLIANCE.

7.1 Periodic and Special Reviews.

7.1.1 Time for and Initiation of Periodic Review. The CITY shall review this Agreement every twelve (12) months from the Effective Date in order to ascertain the good faith compliance by the OWNER with the terms of this Agreement. The OWNER shall submit an Annual Monitoring Report to CITY, in a form acceptable to the City Manager, along with any applicable processing charge within ten (10) days after each anniversary date of the Effective Date of this Agreement. Within fifteen (15) days after the receipt of the Annual Monitoring Report, CITY shall review the Annual Monitoring Report. Prior to the expiration of the fifteen (15) day review period, CITY shall either issue a notice of continuing compliance or a notice of non-compliance and a notice of CITY's intent to conduct a Special Review pursuant to Sections 7.1.2 through 7.1.6. Issuance of a notice of continuing compliance may be issued by the City Manager or his designee.

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

(a) Recommendation of the Planning staff;

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

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

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

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

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

7.1.6 Procedure Upon Findings.

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

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

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

7.2 Proceedings Upon Modification or Termination. If, upon a finding under Section 7.1.6(b), the CITY determines to proceed with modification or termination of this Agreement, the CITY shall give notice to the property OWNER of its intention so to do. The notice shall contain:

(a) The time and place of the hearing;

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

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

7.3 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, the OWNER shall be given an opportunity to be heard. The OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on the OWNER. If the City Council finds, based upon substantial evidence in the administrative record, that the OWNER has not complied in good faith with the terms and conditions of the agreement, the City Council may terminate this Agreement or modify this Agreement and

impose those conditions to the action it takes as it considers necessary to protect the interests of the CITY. The decision of the City Council shall be final, subject only to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure.

7.4 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon written request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the Planning Director and City Council that (1) this Agreement remains in effect and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder. Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the Planning Director or City Council.

8. [OMITTED]

9. DEFAULT AND REMEDIES.

9.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof. In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that (i) CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages and (ii) OWNER shall not be liable in damages to CITY, or to any other person, and CITY covenants not to sue for damages or claim any damages:

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

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

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

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

(a) Money damages are unavailable against CITY and OWNER as provided in Section 9.1 above.

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

9.3 Release. Except for non-damage remedies, including the remedies of judicial review and of specific performance as provided for in Sections 7.3 and 9.2, respectively,, OWNER, for itself, its successors and assignees, hereby releases the CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon the CITY because it entered into this Agreement or because of the terms of this Agreement.

9.4 Termination or Modification of Agreement for Default of OWNER. Subject to the provisions contained in Sections 7.2 and 7.3 herein, CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within 60 days after the effective date of such notice or, in the event that such default cannot be cured within such 60 day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

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

failed to commence the actions necessary to cure such default within such 60 day period and to diligently proceed to complete such actions and cure such default.

10. THIRD PARTY LITIGATION.

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

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

10.3 Indemnity. In addition to the provisions of Section 10.2 above, OWNER shall indemnify and hold CITY, its officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of OWNER, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (OWNER's employees included) or any other element of damage of any kind or nature, to the extent relating to or in any way connected with or arising from the activities contemplated hereunder, including, but not limited to, the study, design, engineering, construction, completion, failure and conveyance of the public improvements, save and except claims for damages arising through the sole active negligence or sole willful misconduct of CITY. OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. CITY may in its discretion participate in the defense of any such legal action. OWNER's indemnity obligation shall terminate following CITY's legal acceptance of (i.e. taking of title to) the Improvements.

10.4 Environment Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, to the extent based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation

relating to industrial hygiene or to environmental conditions on, under or about the Property during OWNER'S period of ownership of the Property, including, but not limited to, soil and groundwater conditions caused by OWNER, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

10.5 Reservation of Rights. With respect to Sections 10.2, 10.3 and 10.4 herein, CITY reserves the right to either (1) approve the attorney(s) which OWNER selects, hires or otherwise engages to defend CITY hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that OWNER shall reimburse CITY forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

10.6 Survival. The provisions of this Sections 10.1 through 10.6, inclusive, shall survive the termination of this Agreement.

11. MORTGAGEE PROTECTION.

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

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

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

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

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

(e) In the event of a default by OWNER, any Mortgagee shall have the right to remedy, or cause to be remedied, such default within sixty (60) days following the later to occur of (i) the date of Mortgagee's receipt of the notice referred to in Section 9.4 above, or (ii) the expiration of the period provided herein for OWNER to remedy or cure such default, and CITY shall accept such performance by or at the insistence of the Mortgagee as if the same had been timely made by OWNER; provided, however, that (i) if such default is not capable of being cured within the timeframes set forth in this Section and Mortgagee commences to cure the default within such timeframes, then Mortgagee shall have such additional time as is required to cure the default so long as Mortgagee diligently prosecutes the cure to completion and (ii) if possession of the Property (or portion thereof) is required to effectuate such cure or remedy, the Mortgagee shall be deemed to have timely cured or remedied if it commences the proceedings necessary to obtain possession thereof within sixty (60) days after receipt of the copy of the notice, diligently pursues such proceedings to completion, and, after obtaining possession, diligently completes such cure or remedy.

12. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

12.7 Joint and Several Obligations. Pursuant to Section 2.4, if at any time during the term of this Agreement the Property is subsequently owned, in whole or in part, by more than one owner, all obligations of such owners under this Agreement shall be joint and several, and the default of any such owner shall be the default of all such owners. Notwithstanding the foregoing, no owner of a single lot which has been finally subdivided and sold to such owner as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as provided under Section 4 hereof.

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

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

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

12.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods,

earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, governmental orders related to statewide or national pandemics, any third party court actions challenging the Project (including but not limited to writs of mandate, restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than five (5) years.

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

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

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

12.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of San Bernardino, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

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

12.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall

promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement. The City Manager may delegate his powers and duties under this Agreement to an Assistant City Manager or other management level employee of the CITY.

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

12.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the Planning Director, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process out of this County and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

12.20 Estoppel Certificate. Within thirty (30) business days following a written request by any of the parties, the other party shall execute and deliver to the requesting party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured defaults in the performance of the requesting party, except as may be represented by the requesting party. OWNER shall pay to CITY all costs incurred by CITY in connection with the issuance of estoppel certificates requested by OWNER under this Section 12.20 prior to CITY's issuance of such certificates.

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

12.22 Prevailing Wage. OWNER, for itself, its successors, and assigns, agrees, covenants, and warrants that the development of the Property, if any, shall comply with all applicable federal and state labor laws (including, without limitation, the requirement under California law to pay prevailing wages and hire apprentices), and all obligations as set forth herein.12.22.1 CITY makes no representations concerning prevailing wages in compliance with California Labor Code Section 1770 et seq.

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

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

12.22.4 OWNER, ON BEHALF OF ITSELF, ITS SUCCESSORS, AND ASSIGNS, WAIVES AND RELEASES CITY FROM ANY RIGHT OF ACTION THAT MAY BE AVAILABLE TO OWNER PURSUANT TO LABOR CODE SECTION 1781 OR THE DAVIS BACON ACT. RELATIVE TO THE WAIVER AND RELEASE CONTAINED IN THIS SECTION 12.22, OWNER ACKNOWLEDGES THE PROTECTIONS OF CIVIL CODE SECTION 1542, WHICH READS AS FOLLOWS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

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

_____

(Owner's Initials)

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

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

SIGNATURE PAGE
TO DEVELOPMENT AGREEMENT
FILE NO. PDA23-004

"OWNER"

Euclid Land Investment, LLC
A Delaware limited liability company

By: _____

Authorized Signatory

Date: _____

ATTEST:

_____
City Clerk, Ontario

APPROVED AS TO FORM:

BEST BEST & KRIEGER, LLP

_____
City Attorney

"CITY"

CITY OF ONTARIO

By:_____
Scott Ochoa
City Manager

Date: _____

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 this ___ day of _____, 2023 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)

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 this ___ day of _____, 2023 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"
TO DEVELOPMENT AGREEMENT

Legal Description of Property

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ONTARIO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 1, 2, 3, 16, 17, 18, 20, 21 AND 35 OF SECTION 18, TOWNSHIP 2 SOUTH, RANGE 7 WEST, SAN
BERNARDINO BASE AND MERIDIAN, ACCORDING TO MAP OF SUBDIVISION OF PART OF RANCHO SANTA ANA DEL CHINO, AS PER PLAT RECORDED IN BOOK 6, PAGE 15, OF MAPS, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN EUCLID AVENUE 200 FEET WIDE, AS DESCRIBED IN SUPERIOR COURT CASE NO. 139648 AND CASE NO. 150425, A CERTIFIED COPY OF WHICH WAS RECORDED SEPTEMBER 13, 1972 AS INSTRUMENT NO. 614 IN BOOK 8019, PAGE 930 OF OFFICIAL RECORDS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA.

APN: 1053-071-01-0-000
APN: 1053-071-02-0-000
APN: 1053-071-03-0-000
APN: 1053-071-04-0-000
APN: 1053-211-01-0-000
APN: 1053-211-02-0-000
APN: 1053-281-08-0-000
APN: 1053-081-01-0-000
APN: 1053-081-02-0-000
APN: 1053-081-03-0-000
APN: 1053-081-04-0-000

EXHIBIT "B"
TO DEVELOPMENT AGREEMENT

Map showing Property and its location

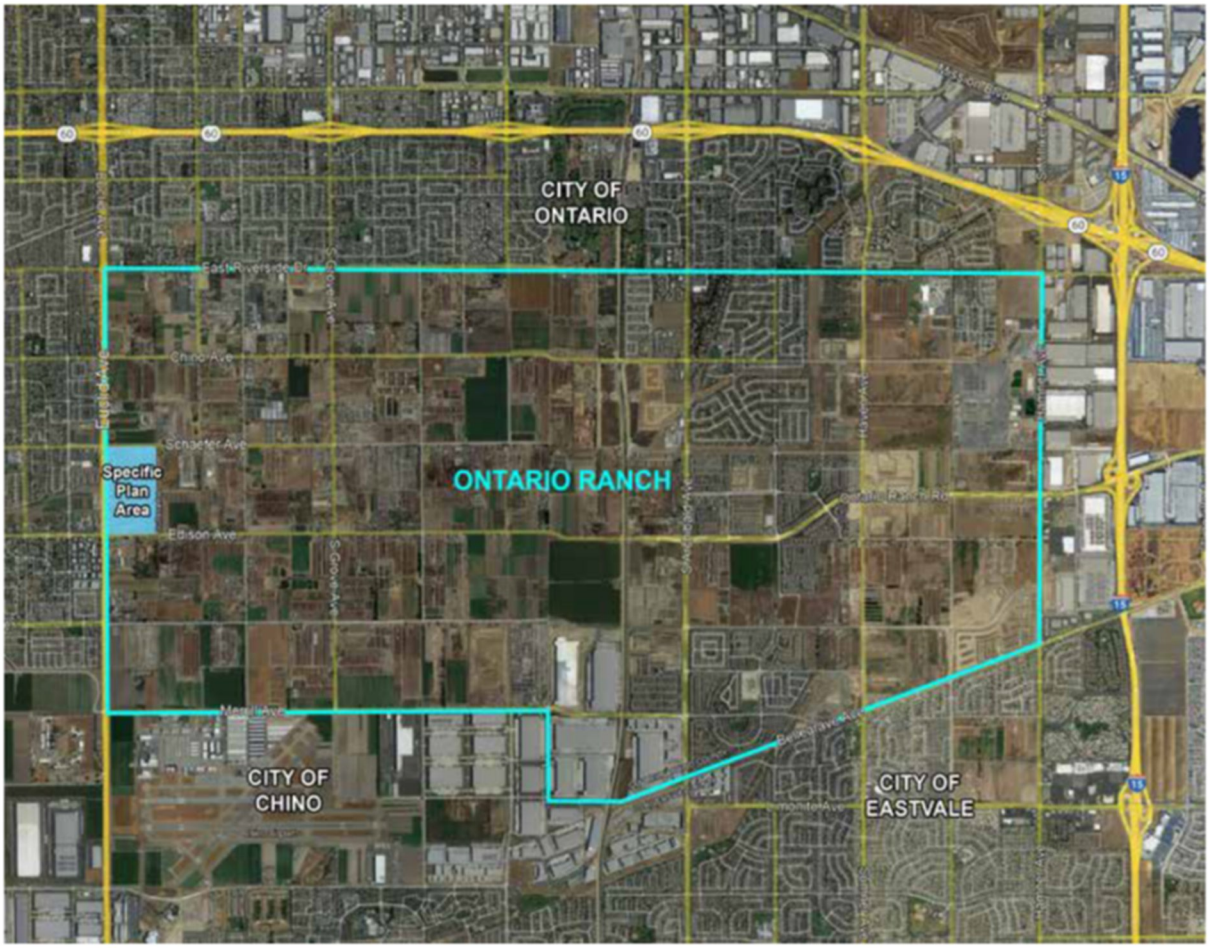


EXHIBIT "C"
TO DEVELOPMENT AGREEMENT

Existing Development Approvals

On, July 23, 2024, the Planning Commission:

a) Issued Resolution No._____ recommending City Council certification of the Euclid Mixed Use Specific Plan EIR (SCH#2023020281); and

b) Issued Resolution No._____ recommending City Council approval of the Euclid Mixed Use Specific Plan (File No. PSP22-001)

On, August 20, 2024, the City Council:

a) Adopted and certified the Euclid Mixed Use Specific Plan Environmental Impact Report (SCH#2023020281) and issued Resolution No._____; and

b) Adopted Ordinance No._____ approving the Euclid Mixed Use Specific Plan (File No. PSP22-001)

EXHIBIT "D"
TO DEVELOPMENT AGREEMENT

Existing Land Use Regulations

These documents are listed for reference only:

1. Euclid Mixed-Used Specific Plan, Ordinance No._____ (File No. PSP22-001)
2. Euclid Mixed-Used Specific Plan EIR, Resolution No._____ (SCH#2023020281)
3. City of Ontario Municipal Code:
    a. Six – Sanitation & Health
    b. Seven – Public Works
    c. Eight – Building Regulations
    d. Nine – Development Code
    e. Ten – Parks and Recreation

EXHIBIT "E"
TO THE DEVELOPMENT AGREEMENT

DESCRIPTION OF REQUIRED IMPROVEMENTS

OWNER shall design, construct, and complete the following Street, Sewer, Storm Drain, Potable Water, Recycled Water, and Fiber Optic improvements, prior to OWNER's request for any final certificate of occupancy permit for any building within the Property.

Street (ST) Improvements

a. ST improvements on Schaefer Ave from Euclid Ave to Sultana Ave
b. ST improvements on Euclid Ave from Schaefer Ave to Edison/Ontario Ranch Rd.
c. ST improvements on Sultana Ave along the project frontage

Potable Water (PW) Improvements

a. PW improvements on Schaefer Ave from Euclid Ave to Grove Ave
b. PW improvements on Euclid Ave from Schaefer Ave to Eucalyptus Ave
c. PW improvements on Sultana Ave

Storm Drain (SD) Improvements

a. SD improvements on Schaefer Ave from Euclid Ave to Sultana Ave
b. SD improvements on Euclid Ave from Schaefer Ave to Eucalyptus Ave

Recycled Water (RW) Improvements

a. RW improvements on Schaefer Ave from Euclid Ave to Sultana Ave
b. RW improvements on Euclid Ave from Schaefer Ave to Eucalyptus Ave
c. RW improvements on Sultana Ave

Sewer (SW) Improvements

a. SW improvements on Euclid Ave from Schaefer Ave to Eucalyptus Ave

Fiber Optics (FO) improvements

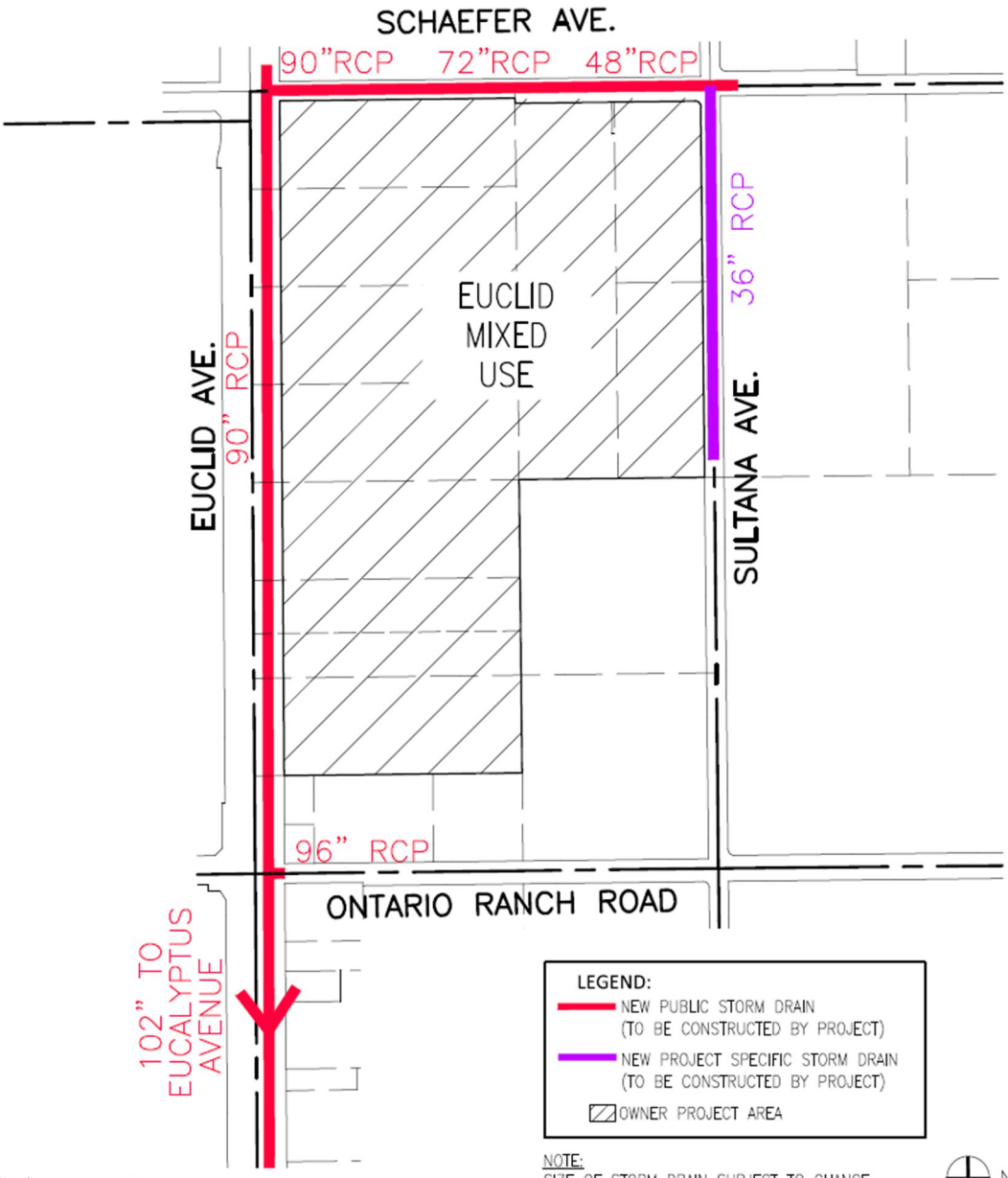
a. FO improvements on Schaefer Ave from Euclid Ave to Sultana Ave
b. FO improvements on Euclid Ave along project frontage
c. FO improvements on Sultana along project frontage

EXHIBIT "F"
TO DEVELOPMENT AGREEMENT

Required Infrastructure Improvements

(**SEE ATTACHED EXHIBITS**)

EXHIBIT F-1
STORM DRAIN IMPROVEMENTS

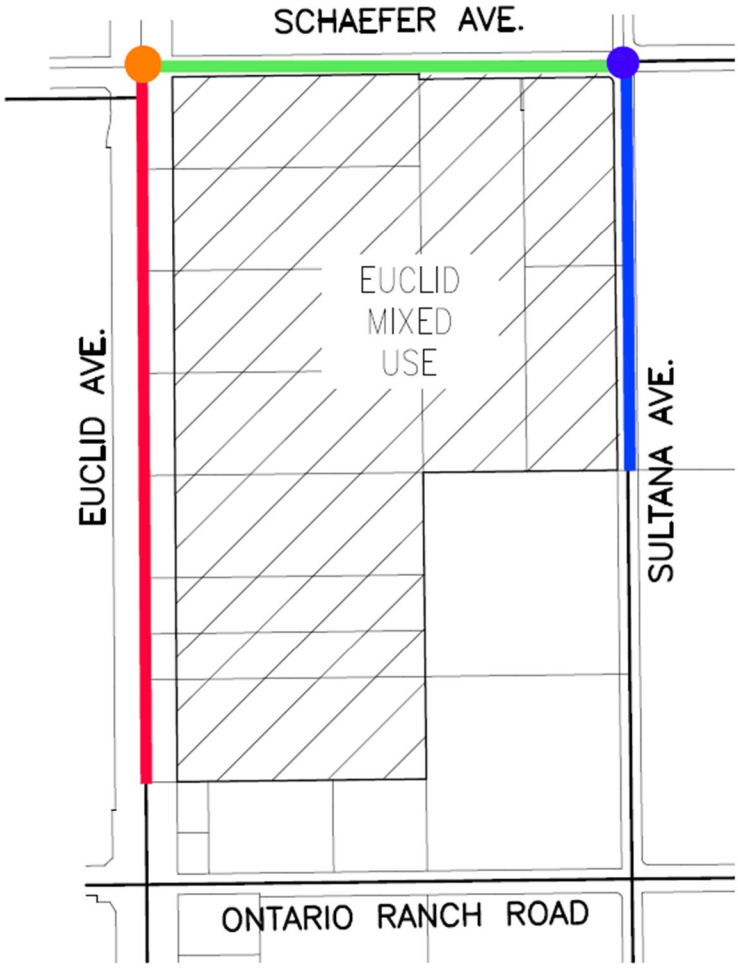


WestLAND Group, Inc.
4150 CONCOURS, ONTARIO, CA 91764
PHONE: (909) 989-9789 FAX: (909) 989-9660
Land Surveyors • Civil Engineers • GIS

Euclid Mixed Use Specific Plan • Development Agreement

DATE: 01/24/2024

EXHIBIT F-2
STREET IMPROVEMENTS



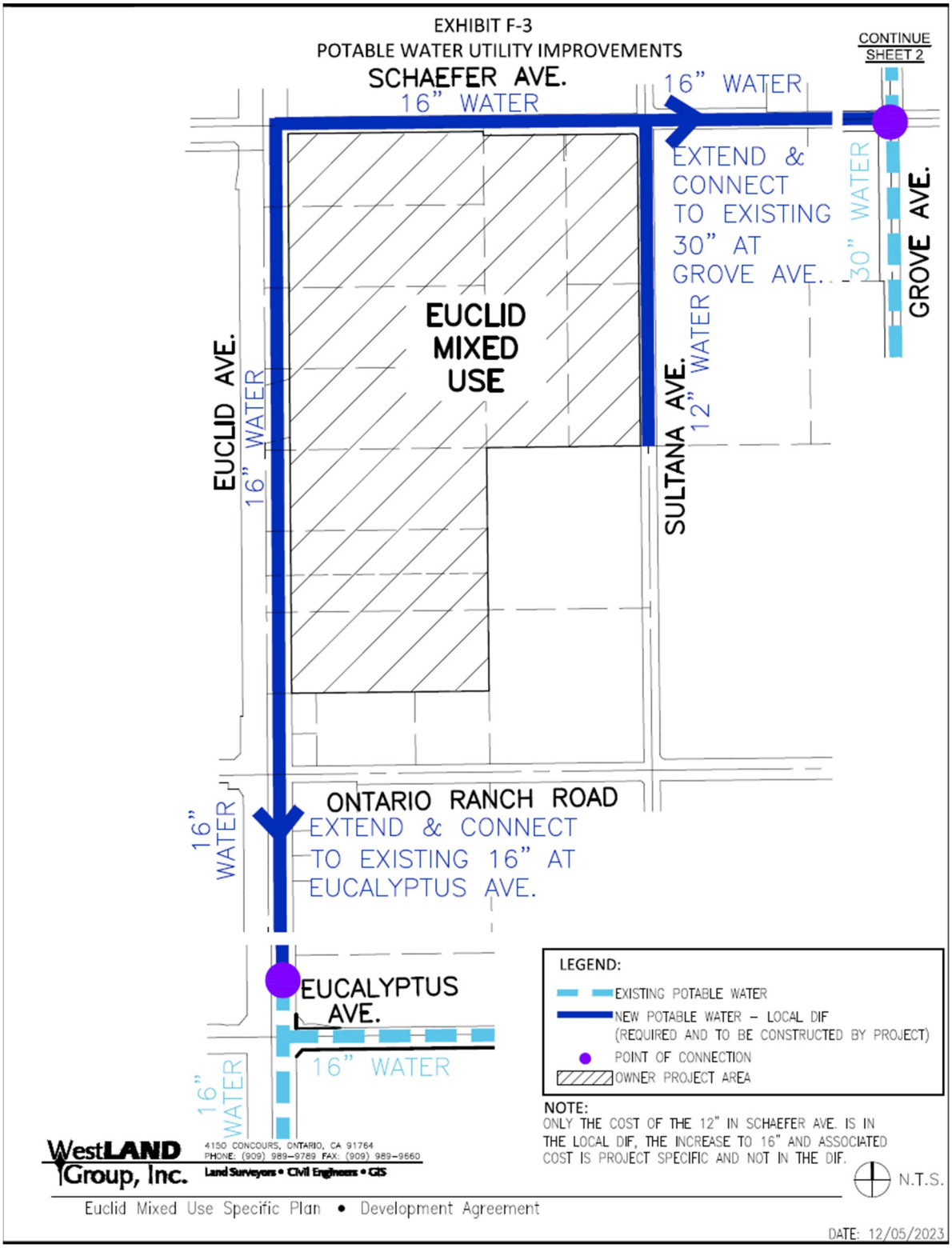
NOTES:
PCC PAVEMENT REQUIRED AT ALL SIGNALIZED INTERSECTIONS ALONG TRUCK ROUTES

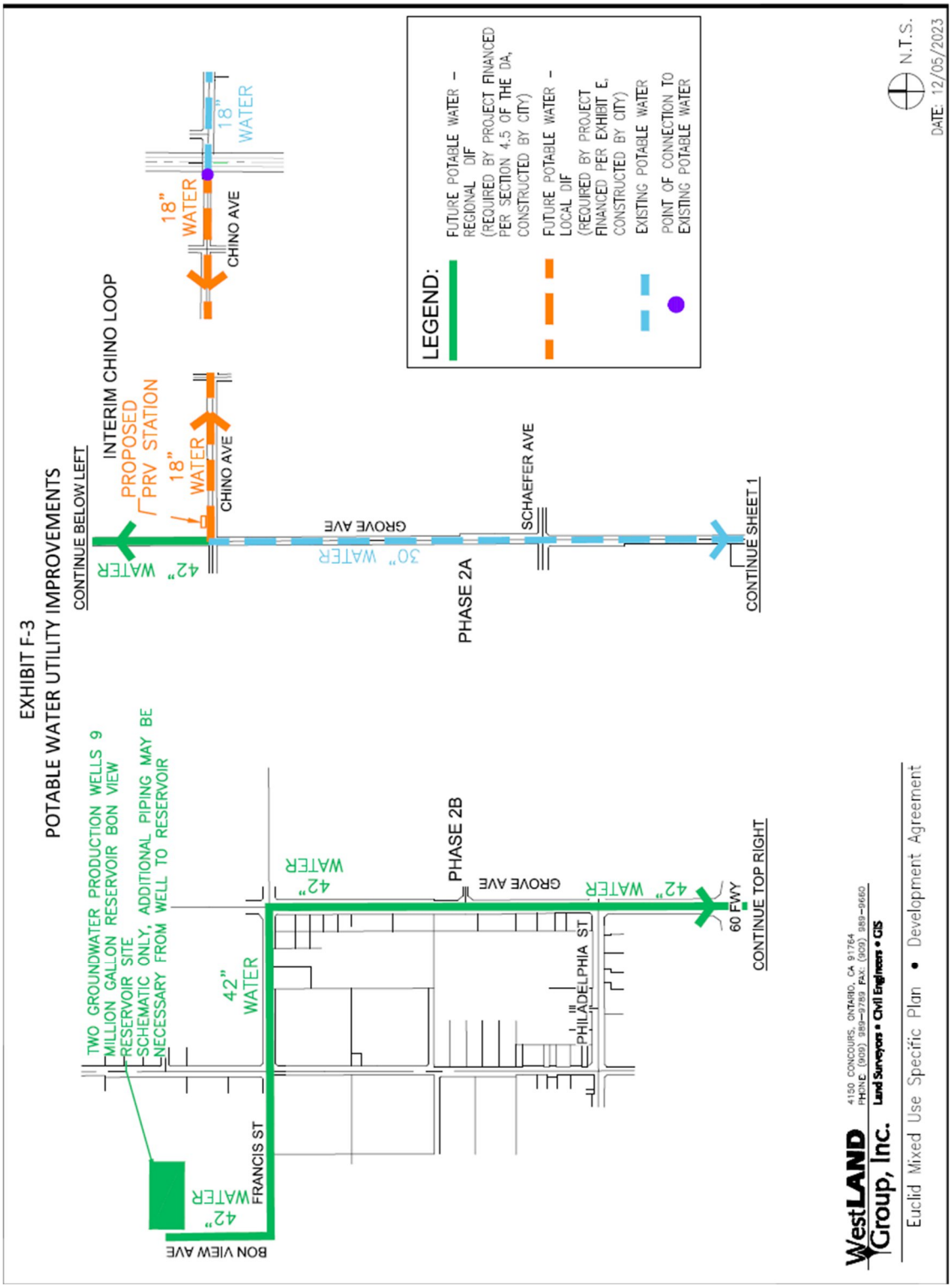
LEGEND:
- PRINCIPAL ARTERIAL (ULTIMATE EAST SIDE IMPROVEMENTS)
- LOCAL COLLECTOR (ULTIMATE SOUTH SIDE IMPROVEMENTS)
- LOCAL INDUSTRIAL (ULTIMATE WEST SIDE & CURB AND GUTTER EAST SIDE IMPROVEMENTS)
- ALL WAY STOP
- EXISTING SIGNALIZED INTERSECTION TO BE MODIFIED
- OWNER PROJECT AREA

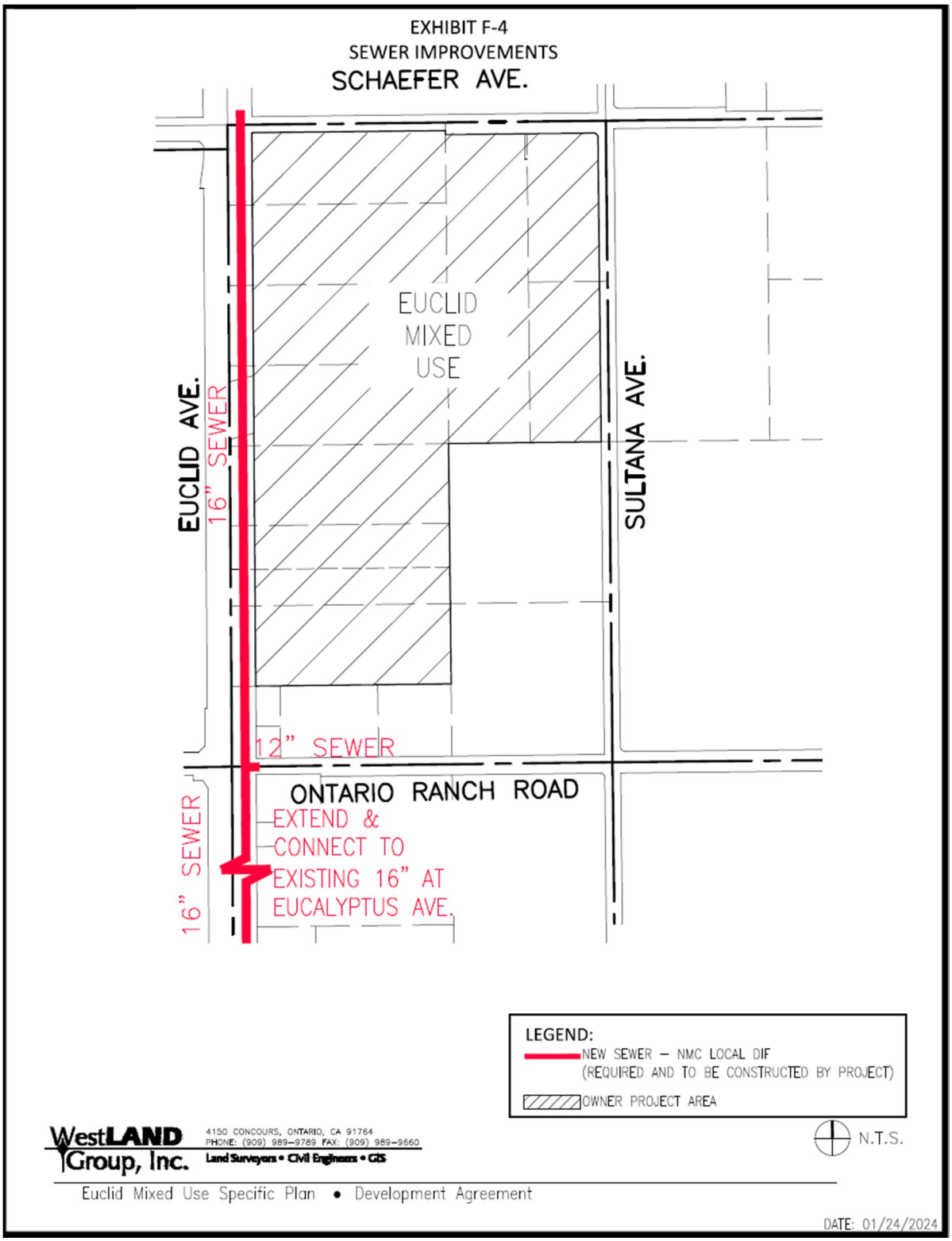
WestLAND Group, Inc.
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PHONE: (909) 989-9789 FAX: (909) 989-9660
Land Surveyors • Civil Engineers • GIS

Euclid Mixed Use Specific Plan • Development Agreement

DATE: 01/24/2024


EXHIBIT F-3
POTABLE WATER UTILITY IMPROVEMENTS
SCHAEFER AVE.
16" WATER
16" WATER
CONTINUE SHEET 2
EXTEND & CONNECT TO EXISTING 30" AT GROVE AVE..
30" WATER
GROVE AVE.
EUCLID MIXED USE
EUCLID AVE.
16" WATER
SULTANA AVE.
12" WATER
ONTARIO RANCH ROAD
16" WATER
EXTEND & CONNECT TO EXISTING 16" AT EUCALYPTUS AVE.
EUCALYPTUS AVE.
16" WATER
16" WATER
LEGEND:
EXISTING POTABLE WATER
NEW POTABLE WATER – LOCAL DIF (REQUIRED AND TO BE CONSTRUCTED BY PROJECT)
POINT OF CONNECTION
OWNER PROJECT AREA
NOTE:
ONLY THE COST OF THE 12" IN SCHAEFER AVE. IS IN THE LOCAL DIF, THE INCREASE TO 16" AND ASSOCIATED COST IS PROJECT SPECIFIC AND NOT IN THE DIF.
N.T.S.
WestLAND Group, Inc.
4150 CONCOURS, ONTARIO, CA 91764
PHONE: (909) 989-9789 FAX: (909) 989-9660
Land Surveyors • Civil Engineers • GIS
Euclid Mixed Use Specific Plan • Development Agreement
DATE: 12/05/2023


EXHIBIT F-3
POTABLE WATER UTILITY IMPROVEMENTS
CONTINUE BELOW LEFT
INTERIM CHINO LOOP
PROPOSED PRV STATION
18" WATER
CHINO AVE
18" WATER
CHINO AVE
18" WATER
42" WATER
30" WATER
GROVE AVE
SCHAEFER AVE
PHASE 2A
CONTINUE SHEET 1
LEGEND:
FUTURE POTABLE WATER - REGIONAL DIF (REQUIRED BY PROJECT FINANCED PER SECTION 4.5 OF THE DA, CONSTRUCTED BY CITY)
FUTURE POTABLE WATER - LOCAL DIF (REQUIRED BY PROJECT FINANCED PER EXHIBIT E, CONSTRUCTED BY CITY)
EXISTING POTABLE WATER
POINT OF CONNECTION TO EXISTING POTABLE WATER
TWO GROUNDWATER PRODUCTION WELLS 9 MILLION GALLON RESERVOIR BON VIEW RESERVOIR SITE
SCHEMATIC ONLY, ADDITIONAL PIPING MAY BE NECESSARY FROM WELL TO RESERVOIR
42" WATER
42" WATER
BON VIEW AVE
FRANCIS ST
42" WATER
PHASE 2B
GROVE AVE
42" WATER
PHILADELPHIA ST
60 FWY
CONTINUE TOP RIGHT
N.T.S.
DATE: 12/05/2023
WestLAND Group, Inc.
4150 CONCOURS, ONTARIO, CA 91764
PHONE (909) 989-9789 FAX: (909) 989-0660
Land Surveyors • Civil Engineers • GIS
Euclid Mixed Use Specific Plan • Development Agreement


EXHIBIT F-4
SEWER IMPROVEMENTS
SCHAEFER AVE.
EUCLID AVE.
16" SEWER
EUCLID
MIXED
USE
SULTANA AVE.
12" SEWER
ONTARIO RANCH ROAD
16" SEWER
EXTEND &
CONNECT TO
EXISTING 16" AT
EUCALYPTUS AVE.
LEGEND:
NEW SEWER – NMC LOCAL DIF
(REQUIRED AND TO BE CONSTRUCTED BY PROJECT)
OWNER PROJECT AREA
N.T.S.
WestLAND Group, Inc.
4150 CONCOURS, ONTARIO, CA 91764
PHONE: (909) 989-9789 FAX: (909) 989-9660
Land Surveyors • Civil Engineers • GIS
Euclid Mixed Use Specific Plan • Development Agreement
DATE: 01/24/2024

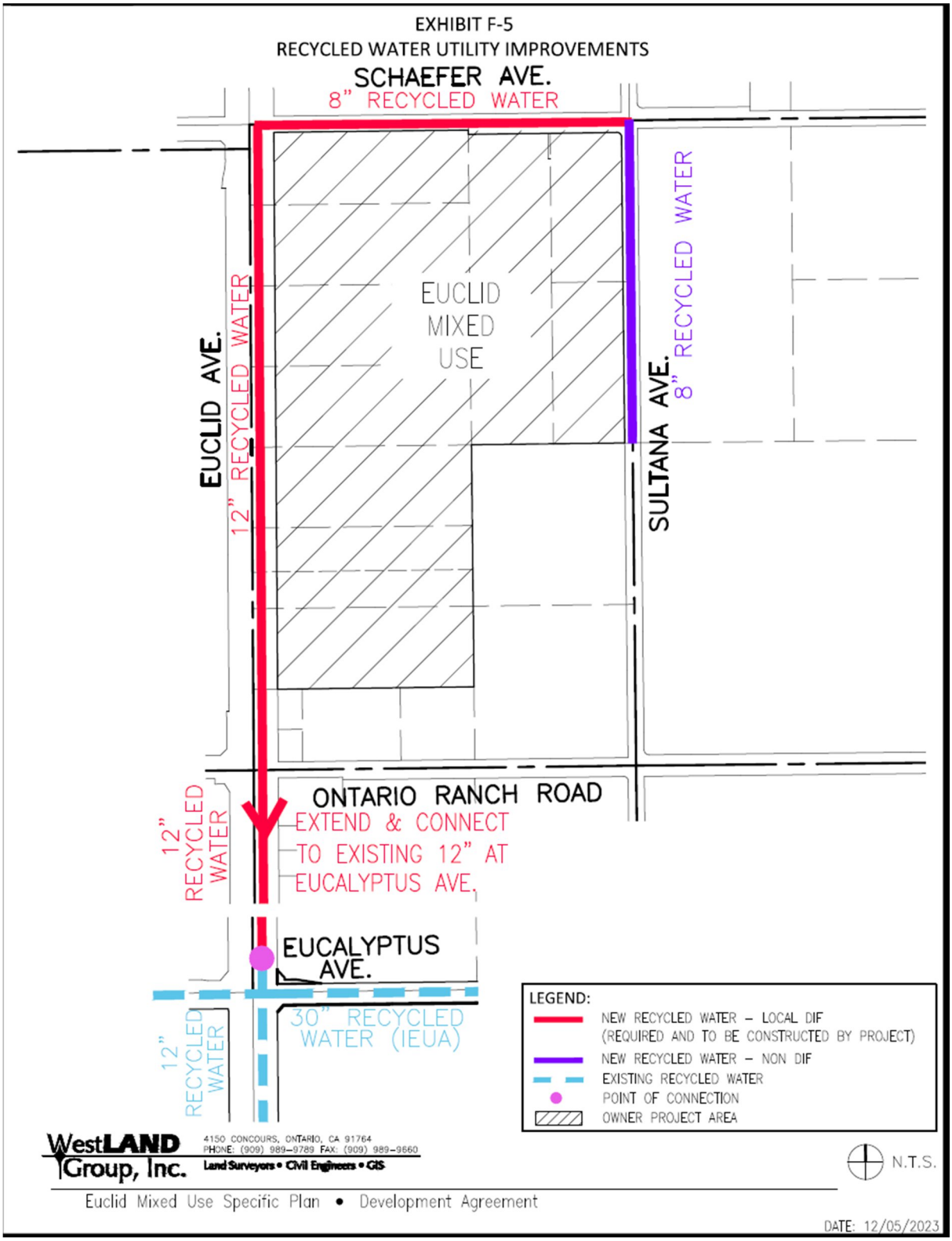
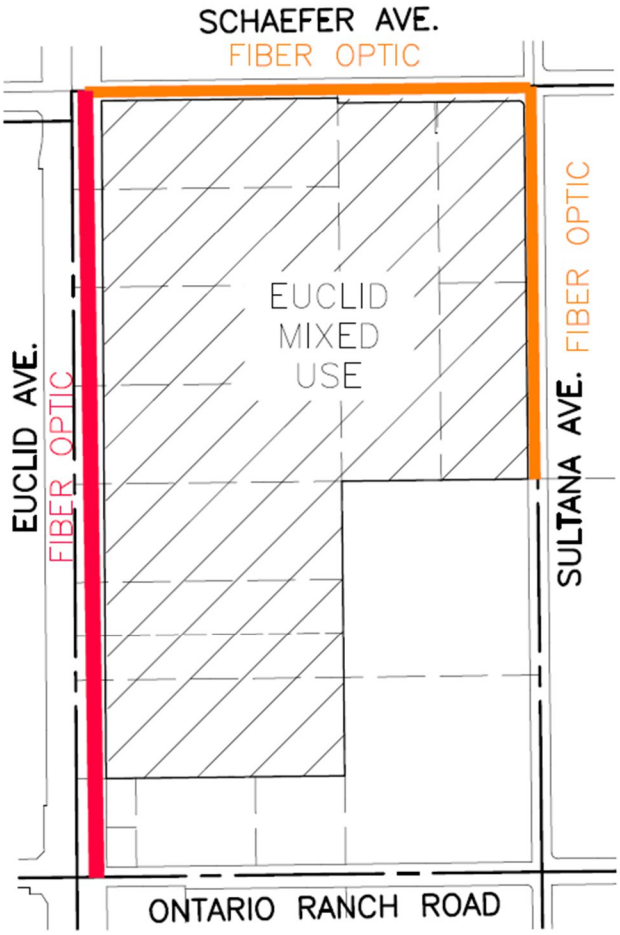

EXHIBIT F-5
RECYCLED WATER UTILITY IMPROVEMENTS
SCHAEFER AVE.
8" RECYCLED WATER
EUCLID AVE.
12" RECYCLED WATER
EUCLID MIXED USE
SULTANA AVE.
8" RECYCLED WATER
ONTARIO RANCH ROAD
12" RECYCLED WATER
EXTEND & CONNECT TO EXISTING 12" AT EUCALYPTUS AVE.
EUCALYPTUS AVE.
30" RECYCLED WATER (IEUA)
12" RECYCLED WATER
LEGEND:
NEW RECYCLED WATER – LOCAL DIF (REQUIRED AND TO BE CONSTRUCTED BY PROJECT)
NEW RECYCLED WATER – NON DIF
EXISTING RECYCLED WATER
POINT OF CONNECTION
OWNER PROJECT AREA
WestLAND Group, Inc.
4150 CONCOURS, ONTARIO, CA 91764
PHONE: (909) 989-9789 FAX: (909) 989-9660
Land Surveyors • Civil Engineers • GIS
N.T.S.
Euclid Mixed Use Specific Plan • Development Agreement
DATE: 12/05/2023

EXHIBIT F-6
FIBER OPTIC IMPROVEMENTS



N.T.S.

LEGEND:
- NEW PRIMARY RING FIBER OPTIC (TO BE CONSTRUCTED BY PROJECT)
- NEW LATERAL FIBER OPTIC (TO BE CONSTRUCTED BY PROJECT)
- OWNER PROJECT AREA

WestLAND Group, Inc.
4150 CONCOURS, ONTARIO, CA 91764
PHONE: (909) 989-9789 FAX: (909) 989-9660
Land Surveyors • Civil Engineers • GIS

Euclid Mixed Use Specific Plan • Development Agreement

DATE: 09/27/2023

Exhibit "G"

TO DEVELOPMENT AGREEMENT

FORM OF CERTIFICATE OF REGIONAL DIF CREDIT

Pursuant to Section 4.5.3 of this Agreement by and between the City of Ontario and _____, dated _____, 20__, the terms and definitions of which are hereby incorporated herein by this reference and hereinafter called the "Development Agreement', the City of Ontario hereby certifies that OWNER is entitled to the following amount and nature of DIF Credits in the Regional Water DIF Infrastructure Category:

Amount of Credit: $_____

_____
Scott Ochoa, City Manager

Dated:_____

CITY OF ONTARIO *Agenda Report* **August 20, 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: 27

SUBJECT: **A PUBLIC HEARING TO CONSIDER AN EXTENSION FOR ORDINANCE NO. 3275, 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 consider and waive further reading of an extension to the Urgency Ordinance amending the reference document section of the City's Development Code.

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 with this action.

BACKGROUND & ANALYSIS:

Background: On June 4, 2024, the City Council approved an Urgency Ordinance adopting an interim Development Code Amendment that revised the reference section to establish Objective Development and Design Standards to comply with the Housing Element programs 9.19 and 9.21 and the requirements of Government Code Section 65589. Government Code Section 65589.5 mandates that local governments facilitate the approval of housing development projects through the application of objective development and design standards, ensuring transparency, predictability, and fairness in the approval process.

Government Code Section 65858 grants the City Council the authority to adopt an Urgency Ordinance as an interim measure that would temporarily amend the City's Development Code for the purpose of revising the local regulatory scheme. Moreover, Government Code Section 65858(a) provides that an Urgency Ordinance expires, and is of no further force and effect, 90 days following the date of its adoption. The City Council may extend this time limit for up to an additional 9 months after providing public notice and conducting a public hearing. The extension of the Urgency

Ordinance requires a four-fifths vote for adoption.

It is Staff's recommendation that the City Council approve the extension of the Urgency Ordinance for an additional 9 months to June 3, 2025, to allow sufficient time for Staff to study and prepare an Ordinance and present its recommendations to the City Council regarding permanent revisions to the City's regulatory system pertaining to objective development and design standards, consistent with the goals and policies of the City's General Plan, California Planning and Zoning Law, and the provisions of California Government Code Section 65858.

Environmental Review: The Urgency Ordinance 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 regulate multi-family residential development further.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, EXTENDING ORDINANCE NO. 3275, AN URGENCY ORDINANCE CONSISTING OF AN AMENDMENT TO THE ONTARIO MUNICIPAL CODE, FILE NO. PDCA24-001, AMENDING THE REFERENCE SECTION OF THE ONTARIO DEVELOPMENT CODE ESTABLISHING MULTIPLE-FAMILY RESIDENTIAL AND MIXED-USE RESIDENTIAL OBJECTIVE DEVELOPMENT AND DESIGN STANDARDS.

WHEREAS, at the regular public meeting on June 4, 2024, the City Council of the City of Ontario found that the protection of the public safety, health and welfare of the City required the City Council to adopt Ordinance No. 3275, an interim urgency ordinance consisting of an amendment to the Ontario Municipal Code, File No. PDCA24-001, which amended the reference section of the Ontario Development Code establishing multiple-family residential and mixed-use residential objective development and design standards; and

WHEREAS, pursuant to Government Code Section 65858, Ordinance No 3275, as an interim urgency ordinance, expires 90 days after approval on September 3, 2024, unless the City Council, by a four-fifths vote, after notice has been given pursuant to Government Code Section 65090 and a public hearing conducted, extends Ordinance No. 3275 for 9 months to expire on June 3, 2025; and

WHEREAS, City staff intends to undertake further study and present its recommendations to the City Council regarding permanent revisions to the City's regulatory scheme pertaining to objective development and design standards, consistent with the goals and policies of the City's General Plan, California Planning and Zoning Law, and the provisions of California Government Code Section 65858; and

WHEREAS, for the last several years, the State has enacted housing-related statutes that either limit or prohibit the use of local subjective standards for new development; and

WHEREAS, the City has historically regulated new housing development through a mix of subjective and objective standards to ensure that each project is reasonable and compatible with surrounding uses and City goals and objectives; and

WHEREAS, the City's current objective standards on their own are not sufficient to ensure that new housing development is reasonable or compatible; and

WHEREAS, as state law has evolved to increasingly limit the City's use of subjective standards, the need for more and more-thoughtful objective standards has become urgent; and

WHEREAS, specifically 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 additional appropriate objective regulations governing project design, site planning, building massing, height, setback, landscape, building type, architectural review, and similar criteria, threatens to adversely impact the character of existing neighborhoods and to negatively impact property values, personal privacy, and fire safety; and

WHEREAS, the City desires now to amend its local regulatory scheme to provide reasonable and appropriate objective standards, in compliance with state law and the City's own adopted housing element; and

WHEREAS, Government Code Section 65589.5 mandates that local governments facilitate the approval of housing development projects through the application of objective development and design standards, ensuring transparency, predictability, and fairness in the approval process; and

WHEREAS, to protect public safety, health, and welfare, the City Council may adopt this ordinance as an urgency measure in accordance with Government Code section 36937(b) and the City of Ontario Municipal Code; and

WHEREAS, the urgency ordinance will allow the City to respond and impose consistent development standards to address the anticipated increase in housing development project applications. The ODDS adoption by urgency ordinance 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, Ordinance No. 3275 has been reviewed for consistency with the Housing Element of the Policy Plan component of The Ontario Plan, as State Housing Element law (as prescribed in Government Code Sections 65580 through 65589.8) requires that development projects must be consistent with the Housing Element, if upon consideration of all its aspects, it is found to further the purposes, principals, goals, and policies of the Housing Element; and

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

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

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

SECTION 1: *Incorporation of Recitals.* The recitals above are each incorporated by reference and adopted as findings by the City Council.

SECTION 2. *Environmental Determination and Findings.* Adoption of this urgency ordinance 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: *General Plan Consistency.* This ordinance is, as a matter of law, consistent with the City's General Plan under the principles, goals and policies contained within the Vision, Governance, Policy Plan (general plan), and City Council Priorities components of The Ontario Plan ("TOP"). More specifically, the goals and policies of TOP that are furthered by the proposed Project are as follows:

(1) City Council Goals.

- Invest in the Growth and Evolution of the City's Economy
- Operate in a Businesslike Manner

(2) Vision.

Distinctive Development:

- Commercial and Residential Development
  - Development quality that is broadly recognized as distinctive and not exclusively tied to the general suburban character typical of much of Southern California.

(3) Policy Plan (General Plan)

Land Use Element:

- Goal LU-1 Balance. A community that has a spectrum of housing types and price ranges that match the jobs in the City and that make it possible for people to live and work in Ontario and maintain a quality of life.
  - LU-1.1 Strategic Growth. We concentrate growth in strategic locations that help create place and identity, maximize available and planned infrastructure, foster the development of transit, and support the expansion of the active and multimodal transportation networks throughout the City.

Housing Element:

- Goal H-2 Housing Supply & Diversity. Diversity of types of quality housing that are affordable to a range of household income levels, accommodate changing demographics, and support and reinforce the economic sustainability of Ontario.

  - H-2.5 Housing Design. We require architectural excellence through adherence to City design guidelines, thoughtful site planning, environmentally sustainable practices, and other best practices.

  - H-2.6 Infill Development. We support the revitalization of neighborhoods through the construction of higher-density residential developments on underutilized residential and commercial sites.

Community Economics Element:

- Goal CE-1 Complete Community: A complete community that provides for all incomes and stages of life.

  - CE-1.6 Diversity of Housing. We collaborate with residents, housing providers, and the development community to provide housing opportunities for every stage of life; we plan for a variety of housing types and price points to encourage the development of housing supportive of our efforts to attract business in growing sectors of the community while being respectful of existing viable uses.

- Goal CE-2 Placemaking: A City of distinctive neighborhoods, districts, corridors, and centers where people choose to be.

  - CE-2.1 *Development Projects.* We require new development and redevelopment to create unique, high-quality places that add value to the community.

  - CE-2.4 *Protection of Investment.* We require that new development and redevelopment protect existing investment by providing architecture and urban design of equal or greater quality.

Community Design Element:

- Goal CD-1 Image & Identity: A dynamic, progressive city containing distinct and complete places that foster a positive sense of identity and belonging among residents, visitors, and businesses.

  - CD-1.1 *City Identity.* We take actions that are consistent with the City being a leading urban center in Southern California while recognizing, enhancing, and preserving the character of our existing viable neighborhoods.

- CD-1.2 Place Types. We establish Place Types in urban, mixed use, and transit-oriented areas to foster the City's identity as a premier community and require new development within each Place Type to incorporate prescribed urban patterns, forms, and placemaking priorities.

- Goal CD-2 Design Quality. A high level of design quality resulting in neighborhoods, public spaces, parks, and streetscapes that are attractive, safe, functional, human-scale, and distinct.

  - CD-2.1 Quality Building Design and Architecture. We encourage all development projects to convey visual interest and character through:

    - Building volume, massing, and height to provide context-appropriate scale and proportion;

    - A true architectural style which is carried out in plan, section, and elevation through all aspects of the building and site design and appropriate for its setting; and

    - Exterior building materials that are articulated, high quality, durable, and appropriate for the architectural style.

  - CD-2.8 Safe Design. We incorporate defensible space design into new and existing developments to ensure the maximum safe travel and visibility on pathways, corridors, and open space and at building entrances and parking areas by avoiding physically and visually isolated spaces, maintaining visibility and accessibility, and using lighting.

  - CD-2.9 *Landscape Design.* We encourage durable, sustainable, and drought-tolerant landscaping materials and designs that enhance the aesthetics of structures, create and define public and private spaces, and provide shade and environmental benefits.

  - CD-2.10 *Parking Areas.* We require all development, including single-family residential, to minimize the visual impact of surface, structured, and garage parking areas visible from the public realm in an aesthetically pleasing, safe and environmentally sensitive manner. Examples include:

    - Structured parking: facade articulation, screening, appropriate lighting, and landscaping; and

    - Garage parking: providing access to single-family residential garages through alley access, recessing garages from the frontage to emphasize front doors or active living spaces.

- Goal CD-3 Urban, Mixed Use, and Transit-Oriented Place Types: Vibrant urban environments that are organized around intense buildings, pedestrian and

transit areas, public plazas, and linkages between and within developments that are conveniently located, visually appealing and safe during all hours.

- CD-3.4 Context-Aware and Appropriate Design. We require appropriate building and site design that complements existing development, respects the intent and identity of the Place Type, and provides appropriate transitions and connections between adjacent uses to ensure compatibility of scale, maintain an appropriate level of privacy for each use, and minimize potential conflicts.

- CD-3.5 Active Frontages. We create lively pedestrian streetscapes by requiring primary building, business, and residential entrances, outdoor dining, and storefronts be located on ground floors adjacent to sidewalks or public spaces and designed to maximize safety, comfort, aesthetics, and the intended functionality (as defined by the Place Type).

SECTION 4. *Extension.* In accordance with the authority granted to the City of Ontario by California Government Code Section 65858 and for the reasons set forth herein above, the interim urgency ordinance enacted by Ordinance No. 3275, adopted by the City Council on June 4, 2024, is extended for 10 months and 15 days from the expiration of the initial 45-day period to and including June 3, 2025.

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

(a) This extension is a matter of City-wide importance, is a reasonable and necessary measure designed for the immediate preservation and protection of the public health, safety or welfare of the community, and is in accord with the public purposes and provisions of applicable State and local laws and requirements; and,

(b) The extension is consistent with the goals, policies, plans, and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan. Staff has thoroughly reviewed the extension and the conditions under which it will be implemented, and has determined the proposed extension to be consistent with the applicable goals, policies, plans, and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan; and

(c) The extension would not be detrimental to the public interest, health, safety, convenience, or general welfare of the City.

SECTION 6. *City Council Action.* Based upon the findings and conclusions set forth in the Recitals and Sections 1 through 5, above, the City Council finds and determines pursuant to California Government Code Section 65858 that adoption of this ordinance is necessary for the immediate preservation of the public health, safety, and

welfare, and to prohibit uses in conflict with zoning regulations pertaining to objective development and design standards for multiple-family and mixed use development currently being studied and contemplated by the City.

SECTION 7. *Custodian of Records.* The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Ontario City Hall, 303 East "B" Street, Ontario, California 91764. The custodian for these records is the City Clerk of the City of Ontario.

SECTION 8. *Severability.* If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The People of the City of Ontario hereby declare that they would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 9. *Effective Date.* The extension of the interim urgency ordinance enacted by Ordinance No. 3275, adopted by the City Council on August 20, 2024, shall take effect immediately, extending the interim urgency ordinance for 10 months and 15 days to and including June 3, 2025.

SECTION 10. *Publication and Posting.* The Mayor shall sign this Ordinance and the City Clerk shall certify as to the adoption and shall cause a summary thereof to be published at least once, in a newspaper of general circulation in the City of Ontario, California within 15 days following the adoption. The City Clerk shall post a certified copy of this ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 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)

CITY OF ONTARIO SOUTHERN CALIFORNIA

City of Ontario

Residential Objective Development & Design Standards

Urgency Ordinance | June 2024

Date: June 4, 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.

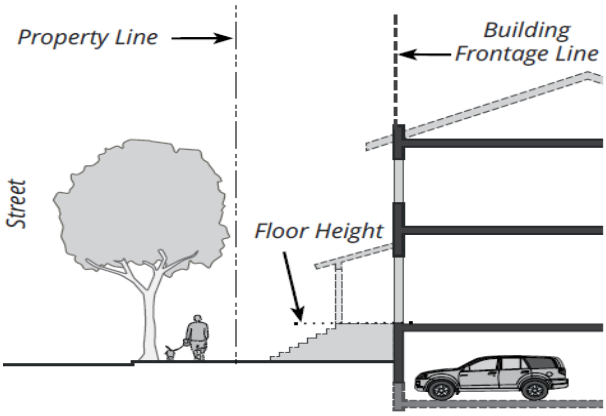


Figure 2.1-1 Semi-subterranean parking

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

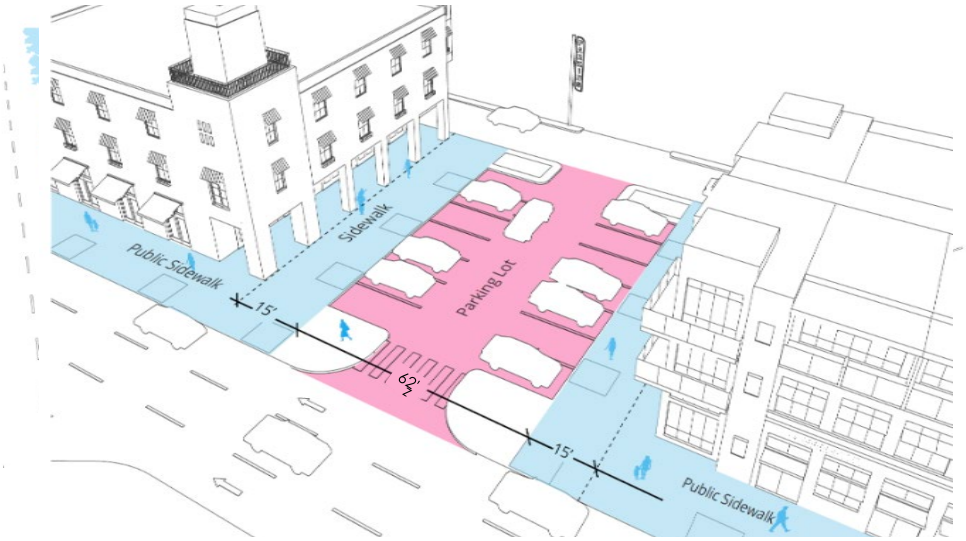


Figure 2.1-2 Parking Court

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.

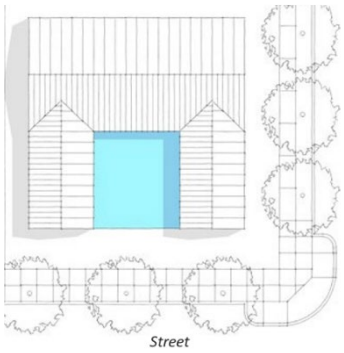
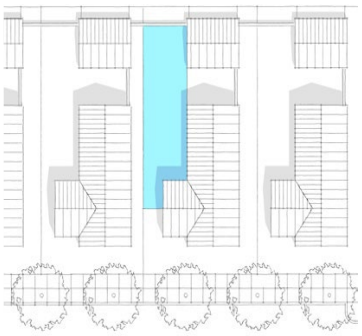


Figure 2.1-4 Forecourt

Side garden

Design standards

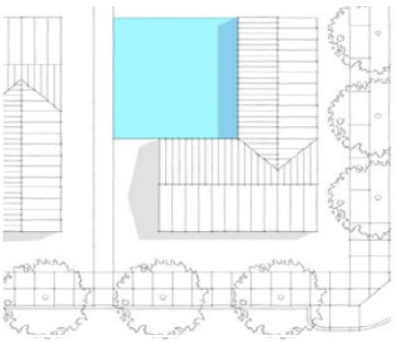
a. **Minimum side garden dimensions**: 15 feet by 15 feet.
b. Dooryards, porches, stoops, and architectural elements may encroach into the side garden as follows:
   i. Up to a total of 30 percent of the side garden's width or length.
   ii. A ground-floor encroaching element shall be allowed to project 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).


Figure 2.1-6 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 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.

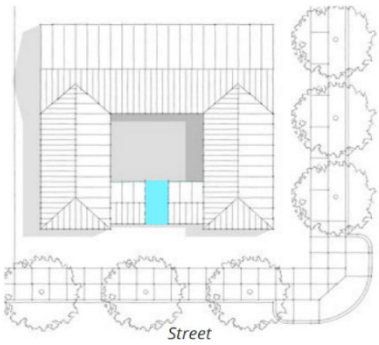


Figure 2.1-7 Passage configuration

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					

Requirements	Development Type	Additional Regulations
	Multiple-Family Residential	
	Mixed-Use Building Type	
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
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.

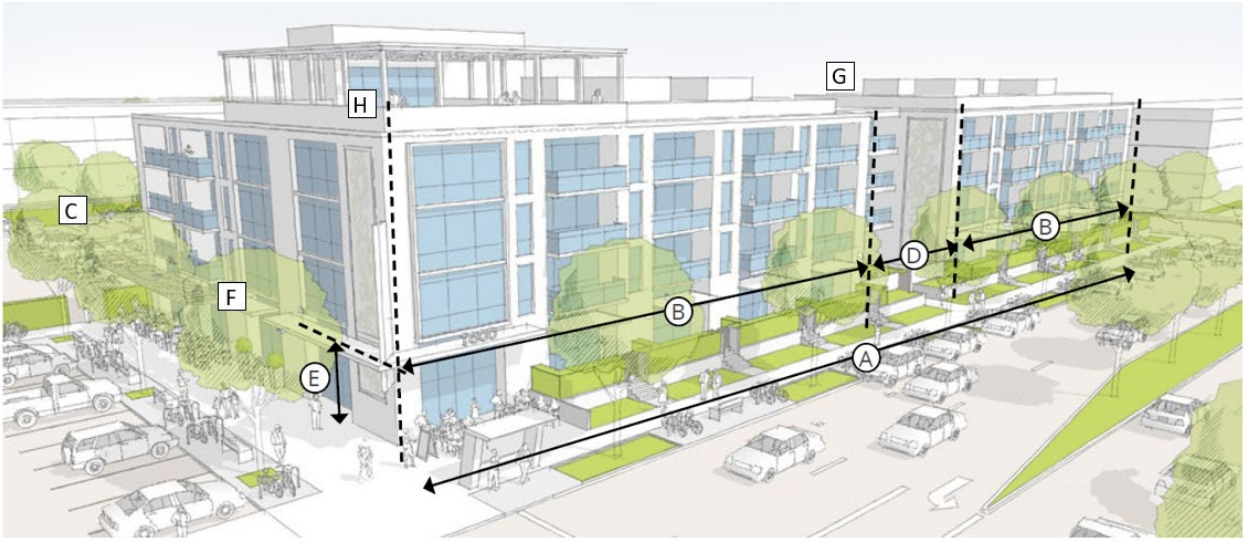
a. **Size of massing increments.** Building facades along front and side lot lines that face public streets and are longer than 100 feet shall be divided into massing increments as follows:
   i. The maximum length of a single massing increment shall not exceed 150 feet.
   ii. A minimum 2 distinct massing 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.

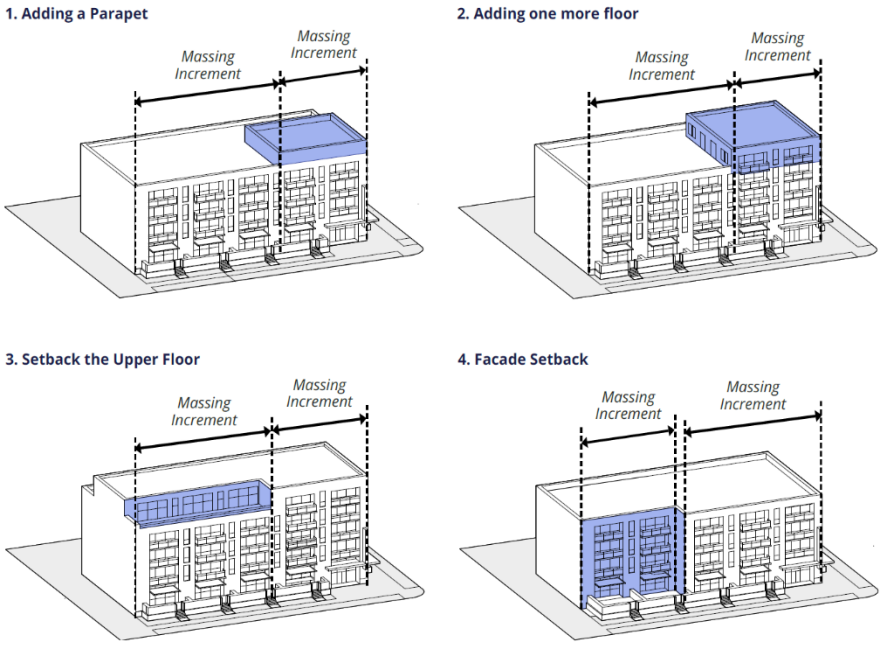
d. **Repeating massing increment design.** A massing increment design may be repeated on the same project elevation. Repeated massing increments shall be separated by a distinct massing increment.

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.

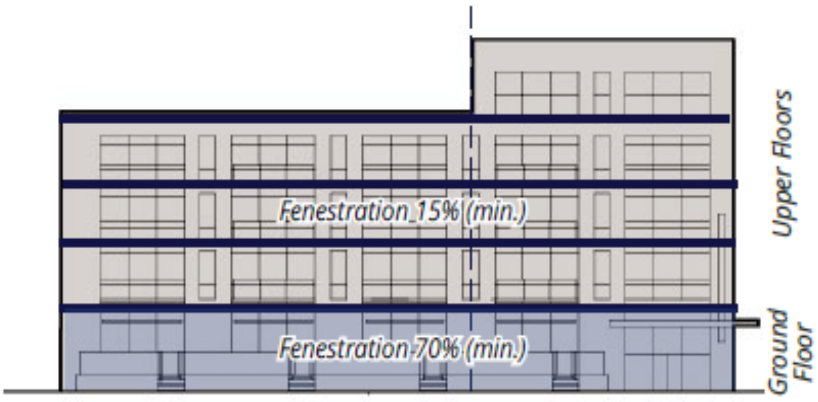


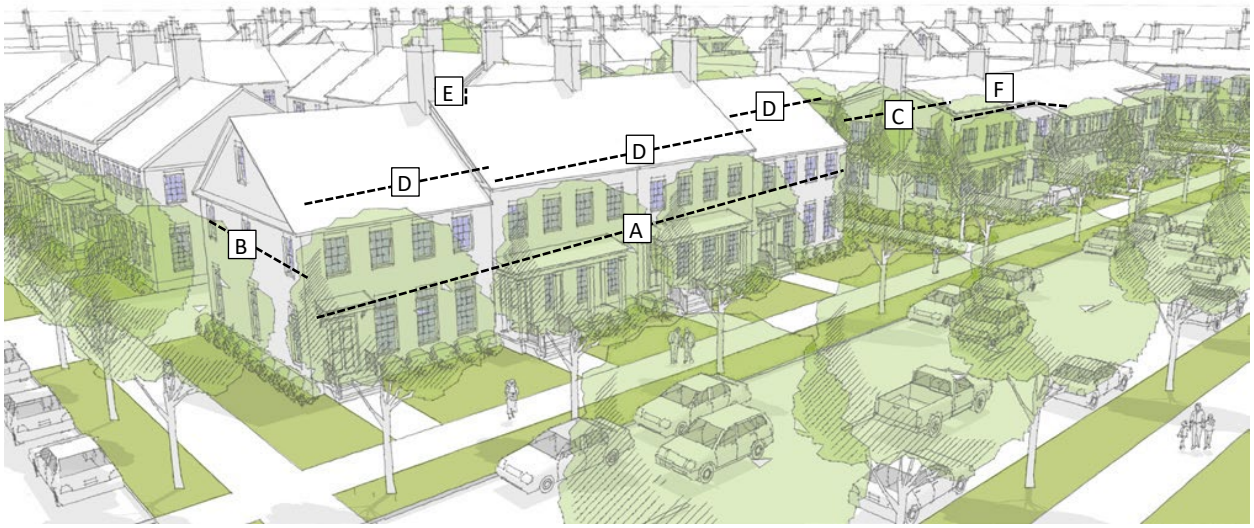
Figure 2.2-3 Urban: Fenestration Diagram

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.

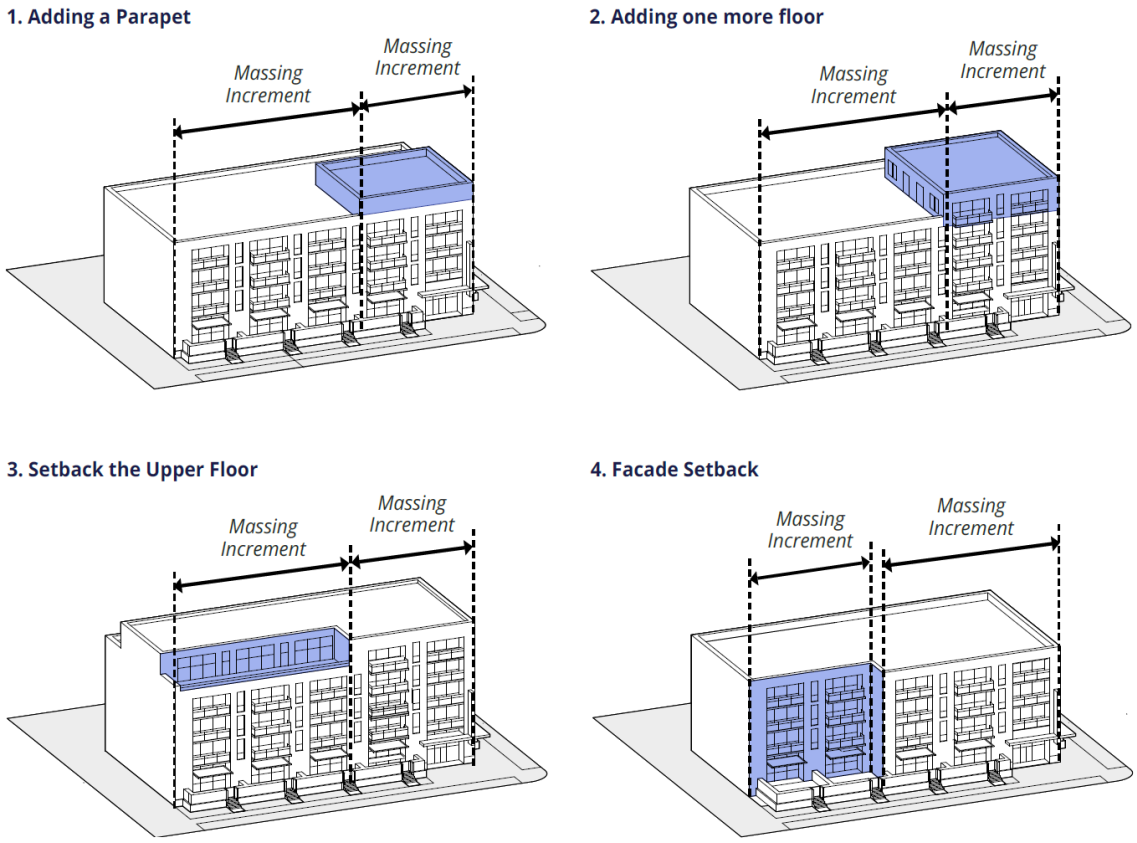


Figure 2.2-5 Neighborhood: Examples of Massing Strategies Diagram

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.

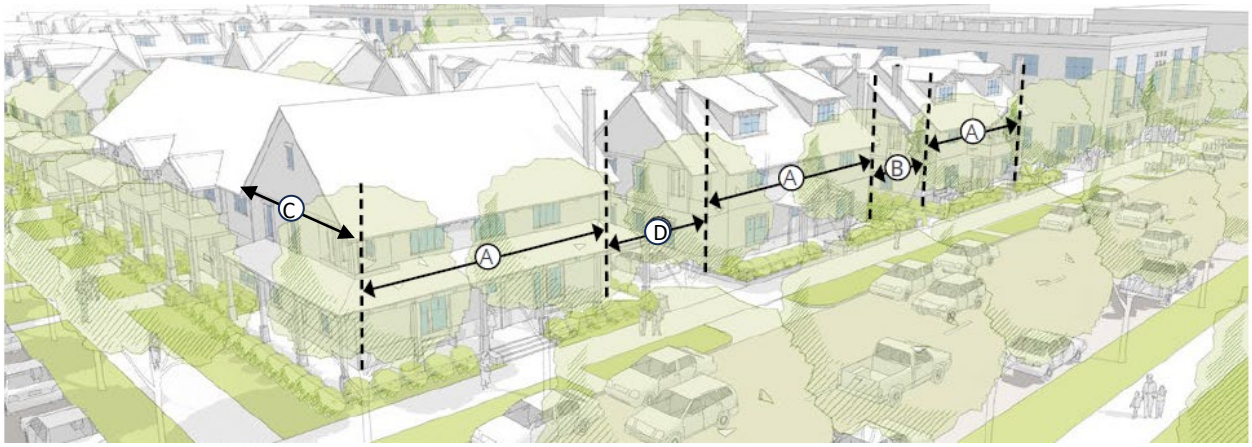
Minimum Fenestration. Facade designs must meet a minimum fenestration percentage, calculated as the total window and door area divided by the total area of that part of the facade:

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



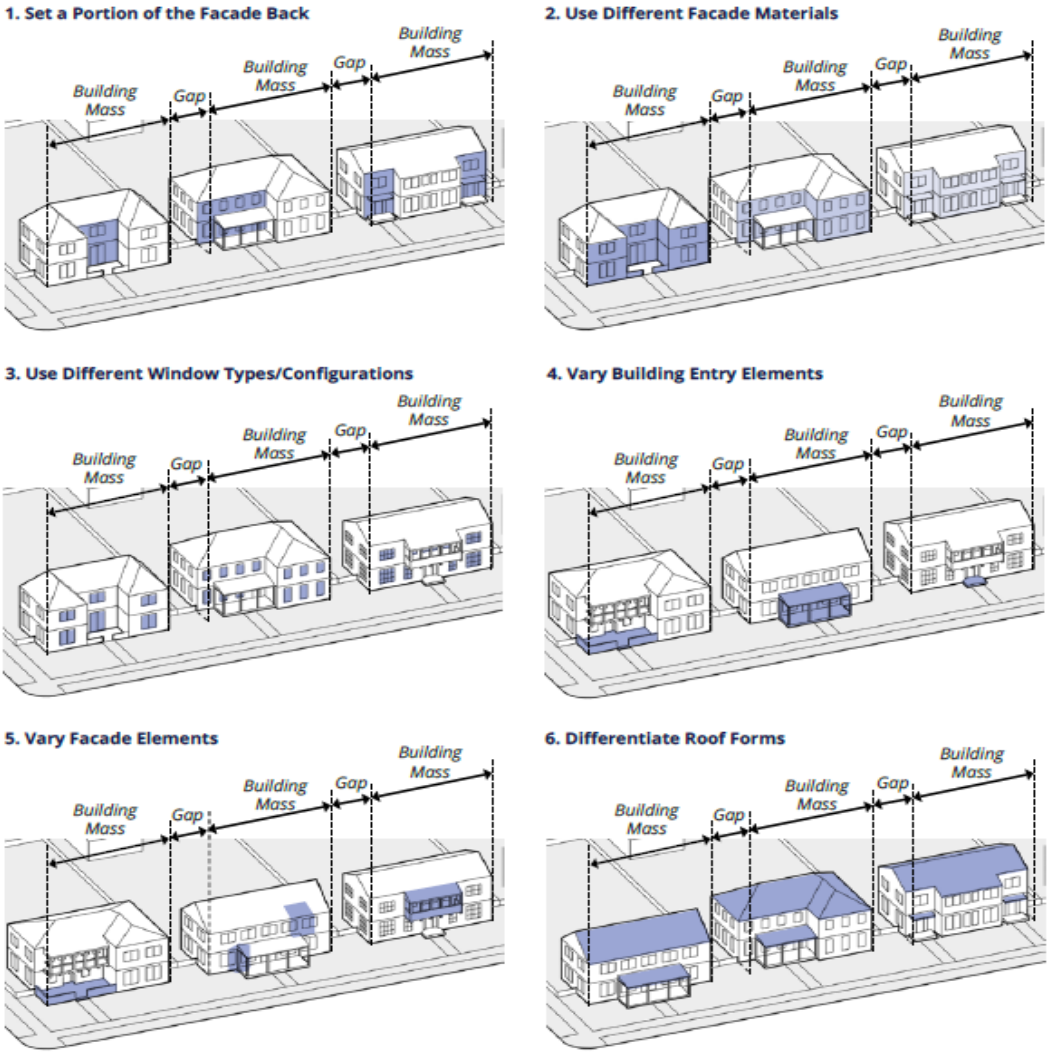
Element Standards	Standards
A. Building Façade length along font lot line	60 feet max
B. Massing Increment	60 feet max
C. Building Façade length alongside lot line	60 feet max
D. Space between buildings	15 Feet

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



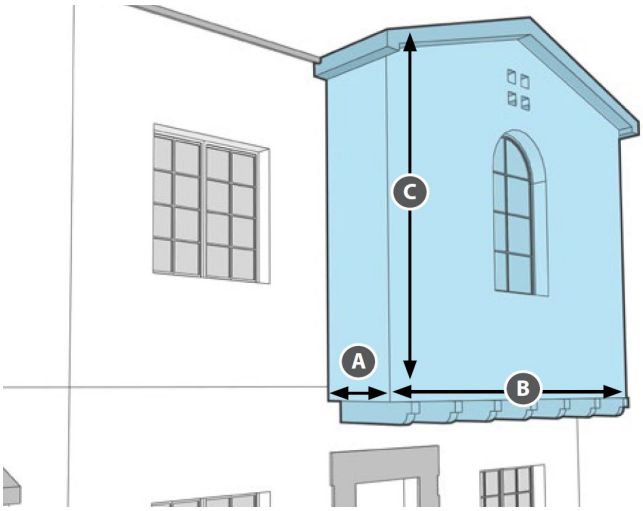
Element Standards	Minimum	Maximum
A. Depth	Not Applicable	3 feet
B. Clearance above ground	8 feet	Not Applicable
C. Length	See Below	

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



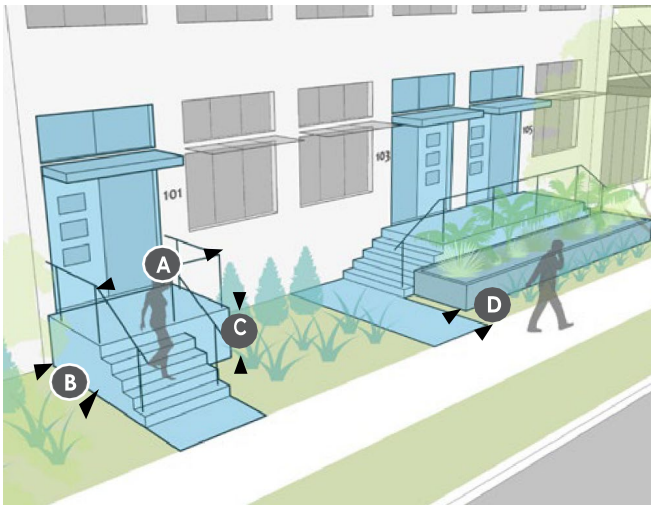
Design standards

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

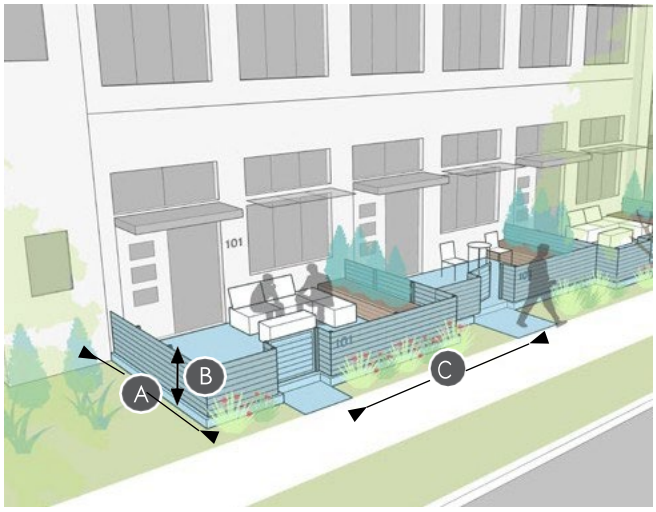
1. **Design Standards.**

    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



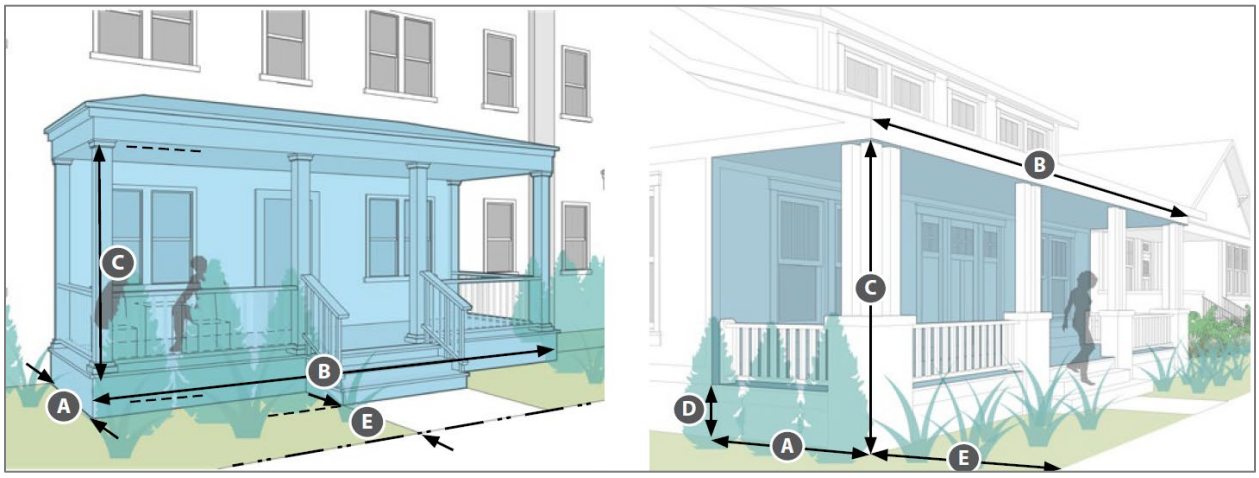
Element Standards	Minimum	Maximum
A. Depth, Clear	8 feet	Not Applicable
B. Finish level above sidewalk	Not Applicable	3 feet
1. Length of Terrace	Not Applicable	150 feet
C. Distance between stairways	Not Applicable	50 feet

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.

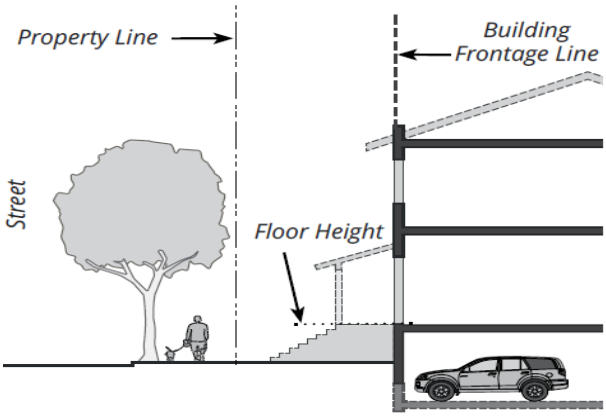


Figure 3.1-1 Semi-subterranean parking

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

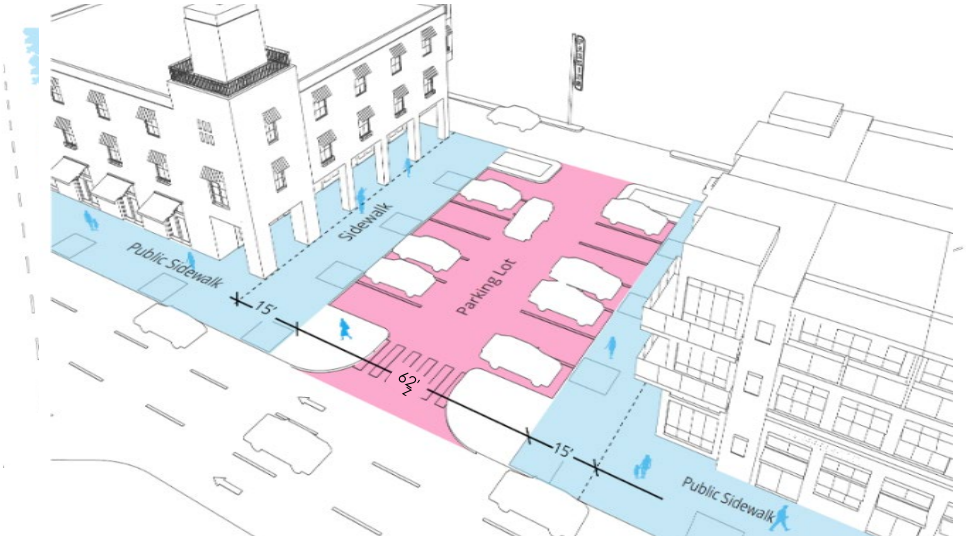


Figure 3.1-2 Parking Court

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.

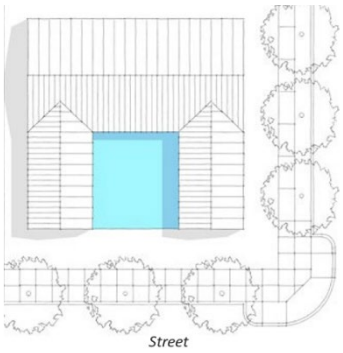


Figure 3.1-5 Forecourt

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.

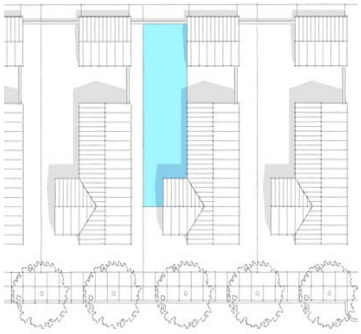


Figure 3.1-6 Side Garden

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).
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.

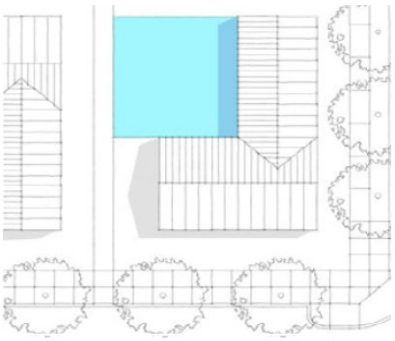


Figure 3.1- 7 Court Configuration

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.

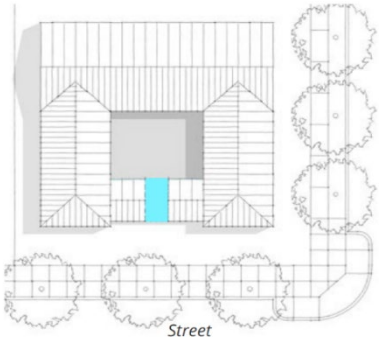


Figure 3.1-8 Passage Configuration

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	0 feet (attached to adjacent property) 10 feet (freestanding)		
4. Minimum Setback from Public Alley Property Lines	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.

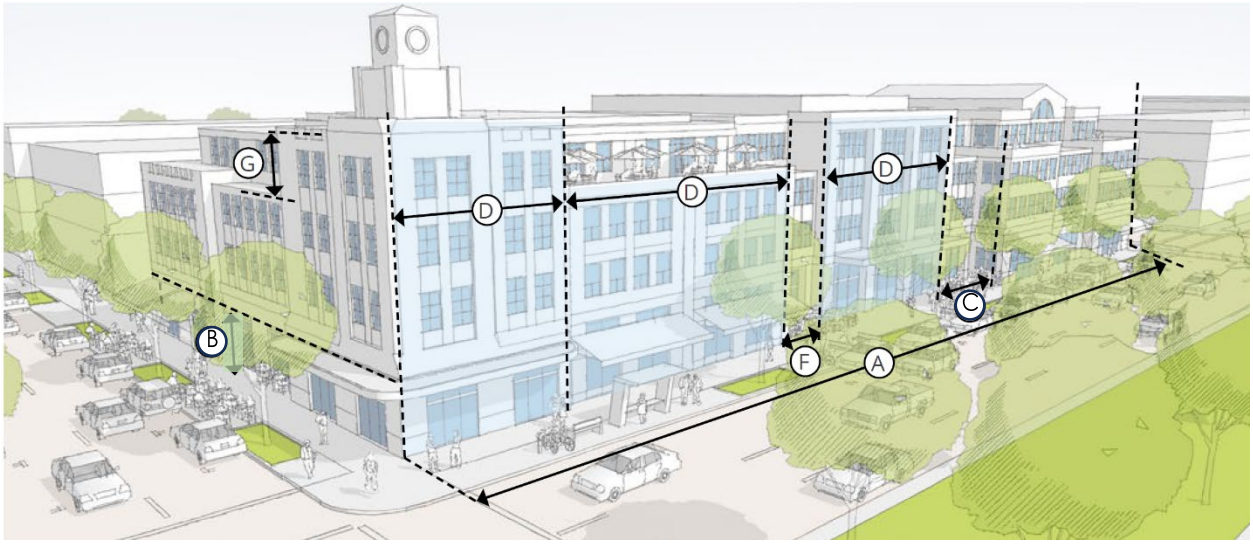
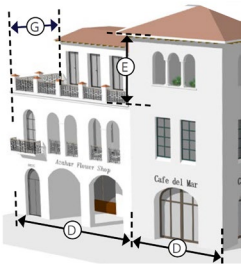


Figure 3.2-1 Main Street: Massing Diagram

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.

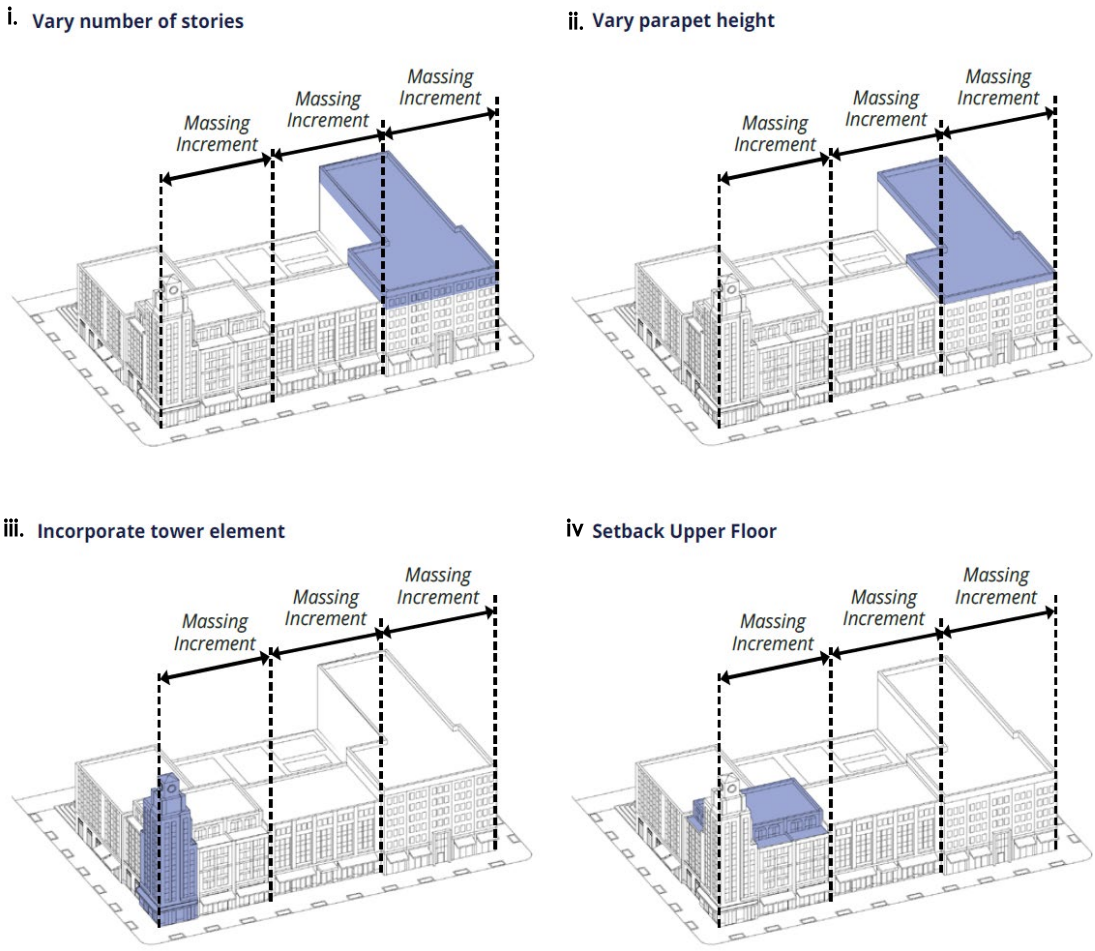
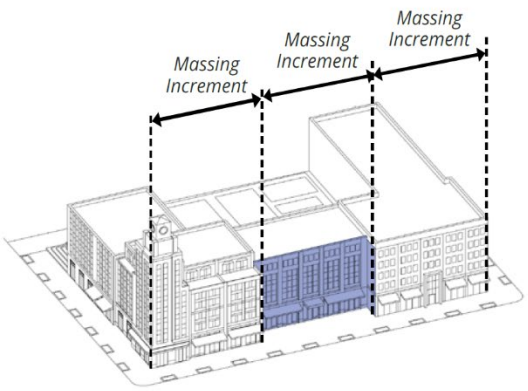


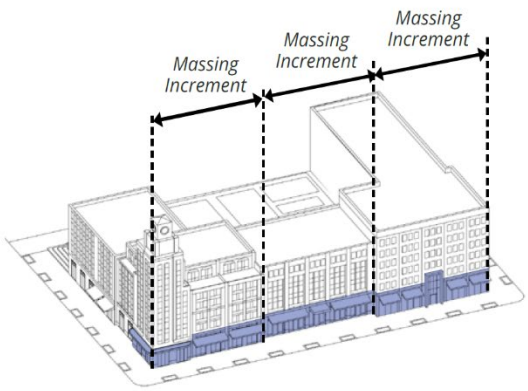
Figure 3.2-2 Main Street: Examples of Massing Strategies Diagram

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.

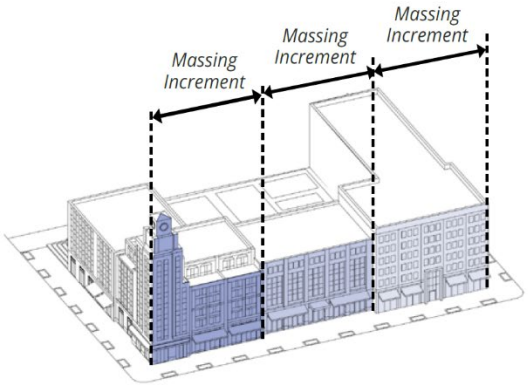
i. 1. Set facade increment back



ii. Vary base height



iii. Vary facade colors and/or window types/configurations



iv. Vary presence/arrangement of facade elements

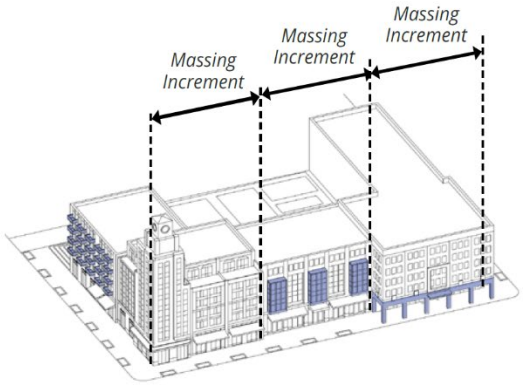
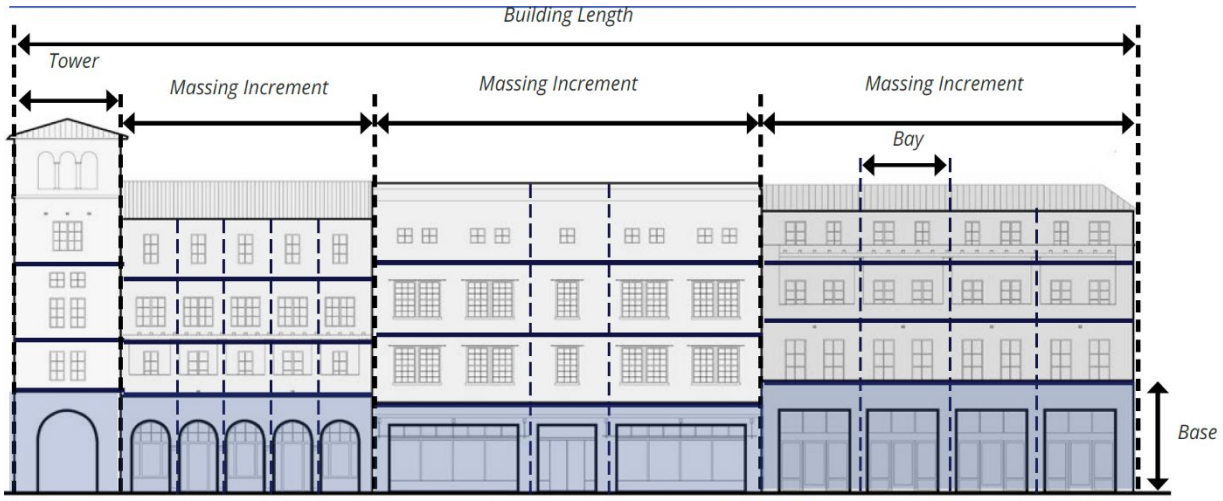


Figure 3.2-3 Main Street: Massing Strategies

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.

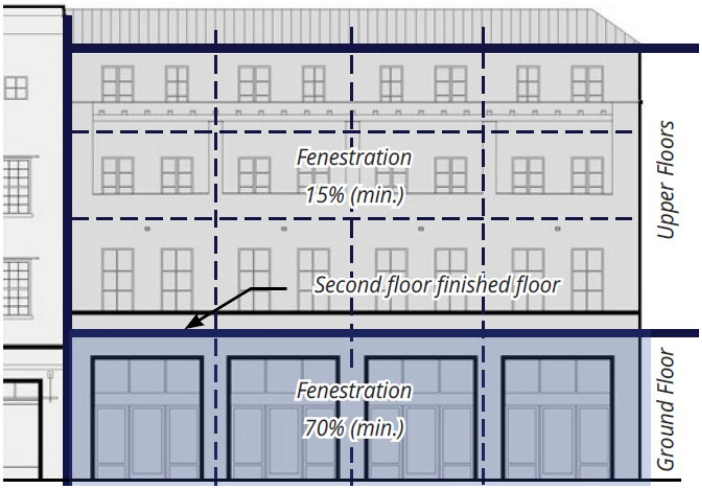


Figure 3.2-4 Main Street: Fenestration

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

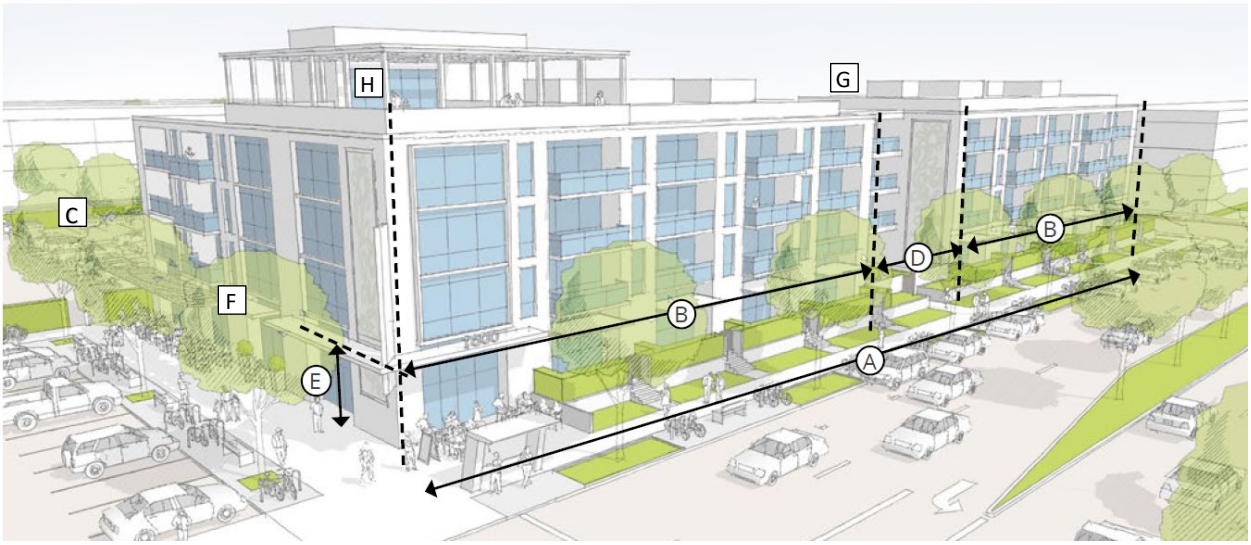


Figure 3.2-9 Urban Massing

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.

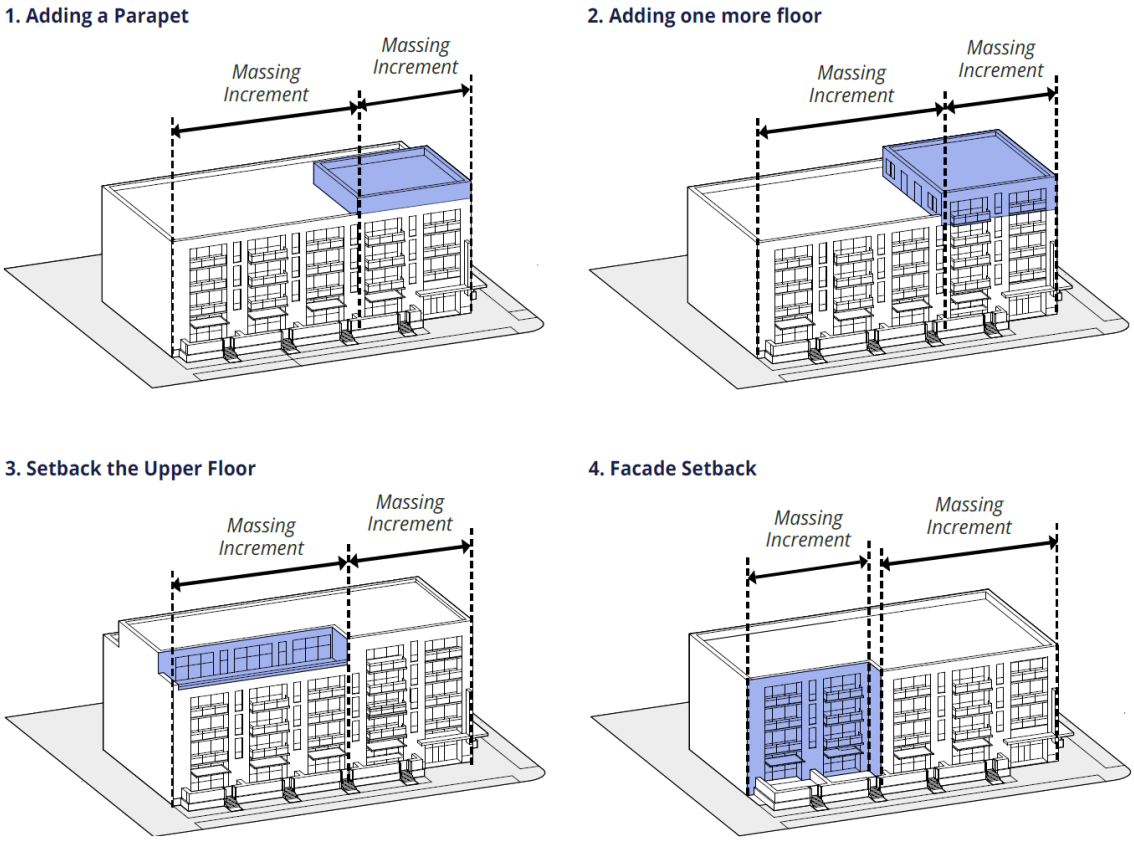


Figure 3.2-10 Urban: Examples of Massing Strategies Diagram

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.

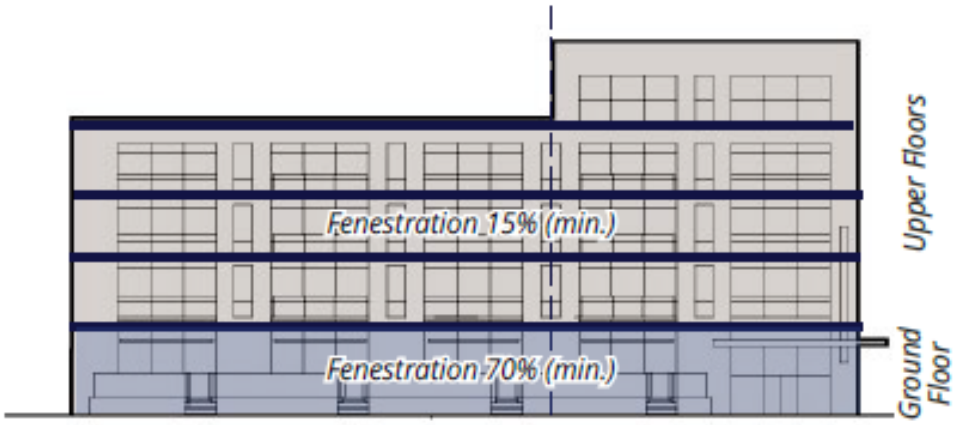


Figure 3.2-11 Urban: Fenestration Diagram

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.

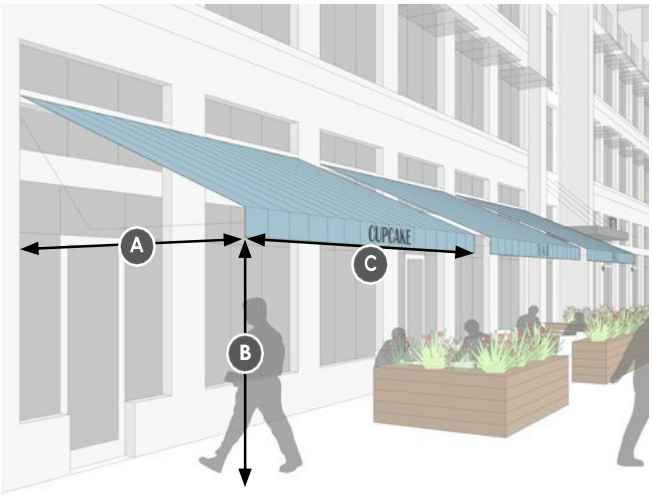
f. **Shape and cadence of openings.** Openings may be rectangular but shall not be arched.

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



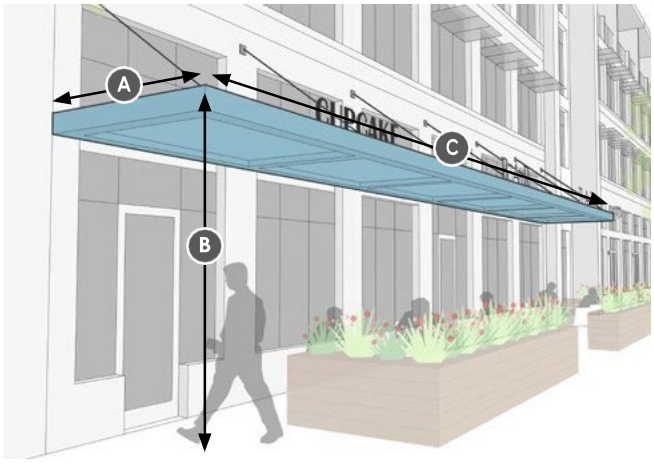
Element Standards	Minimum	Maximum
A. Depth	4 feet	Not Applicable
B. Clearance above sidewalk	8 feet	Not Applicable
C. Length	See Below	

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

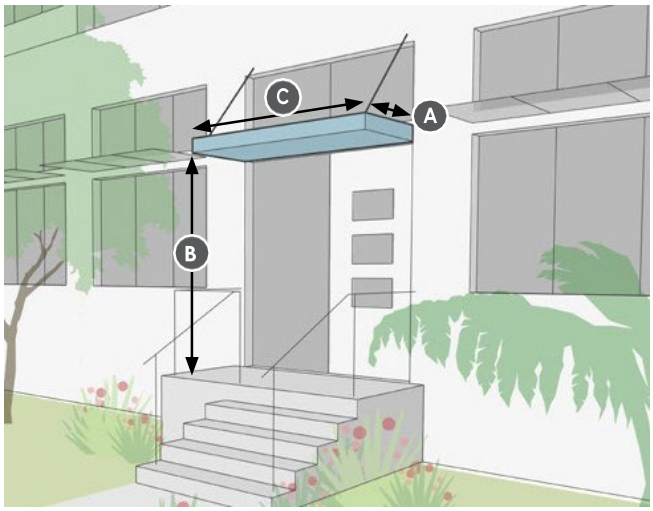
a. **Encroachment**. Residential awnings may encroach into the setback or public right-of- way as defined in Division 6.01.010(D)(2): Encroachments into Required Setback Areas of the Ontario Development Code.

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

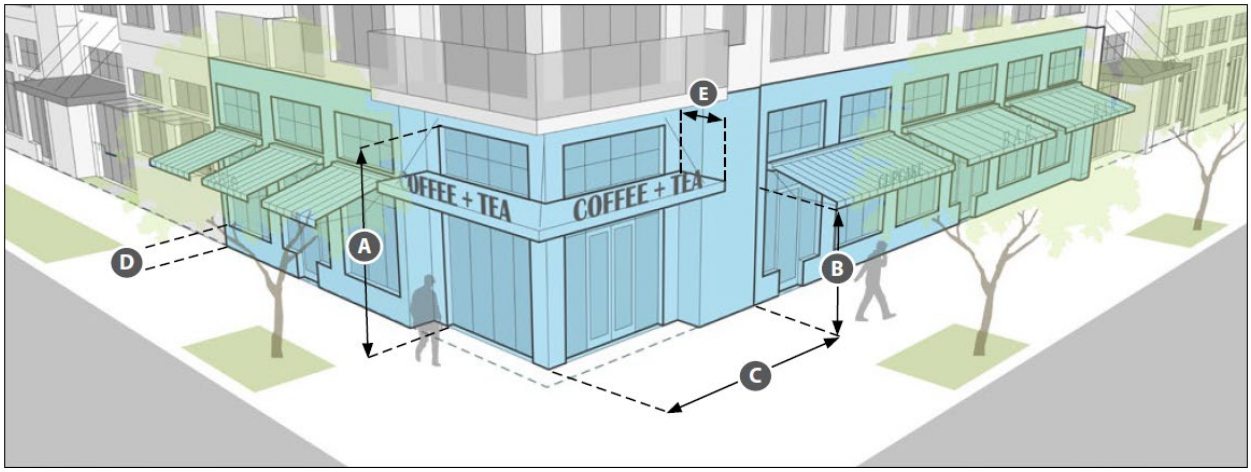
1. **Design Standards**
   a. **Material**. Canopies shall be of a simple form, made of metal and/or glass.
   b. **Support.** Canopies shall be supported either from below by metal brackets, or from above by rods or wires that affix to the wall.
   c. **Upper floors.** Each individual canopy shall cover 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.**

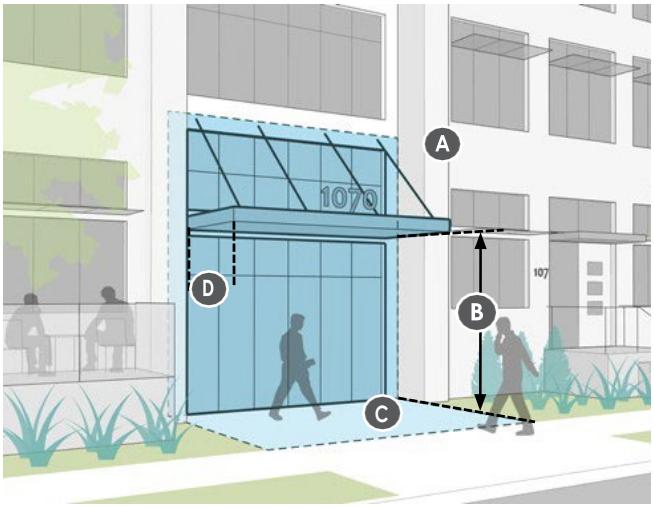
i. Shopfronts in vertical mixed-use buildings may integrate with Galleries or Arcades.

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

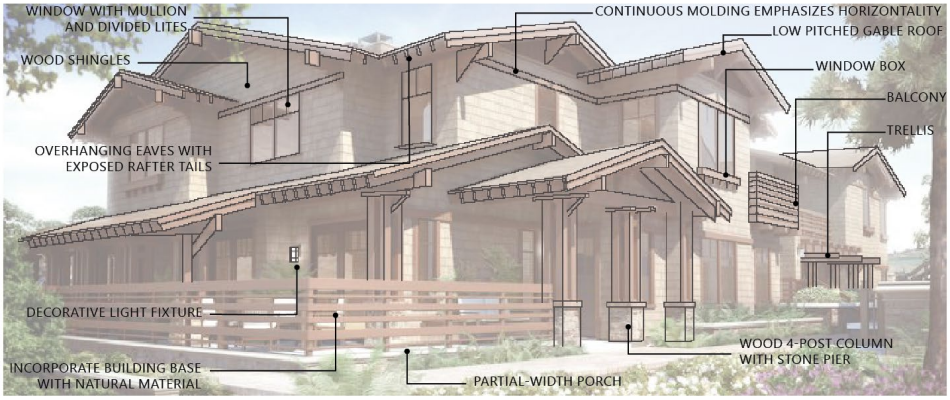
a. All residential projects shall provide **a minimum of 4** of the following; and
b. Residential projects 4 stories and taller, mixed-use projects, or projects with more than 15 buildings shall provide **a minimum of 6** of the following:

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

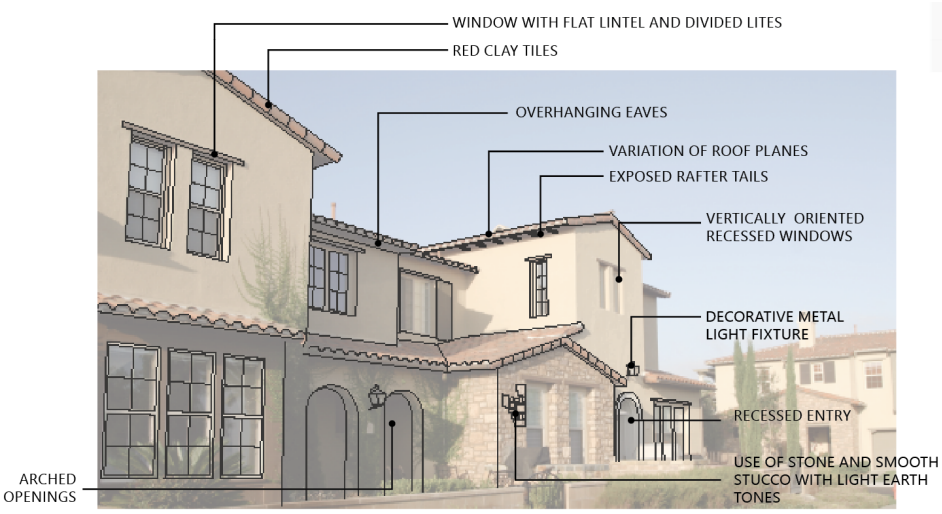
a. All residential projects shall provide **a minimum of 4** of the following; and
b. Residential projects 4 stories and taller, mixed-use projects, or projects with more than 15 buildings shall provide **a minimum of 6** of the following:

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)

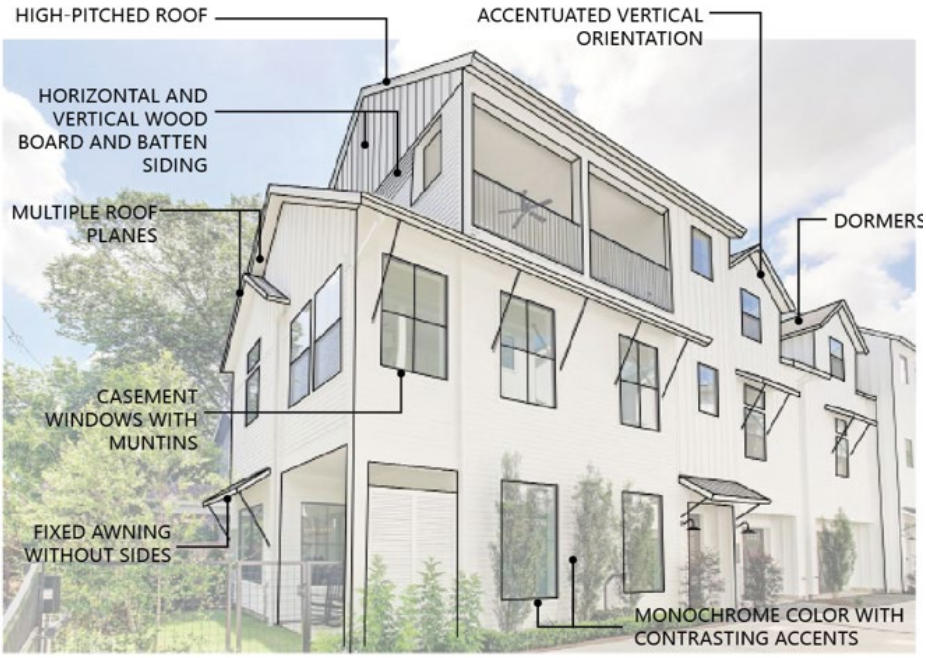
a. All residential projects shall provide **a minimum of 4** of the following; and
b. Residential projects 4 stories and taller, mixed-use projects, or projects with more than 15 buildings shall provide **a minimum of 6** of the following:

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* **August 20, 2024**	**SECTION:** **PUBLIC HEARINGS**
Department: Financial Services Prepared By: Stephanie Castro 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: 28

SUBJECT: **A PUBLIC HEARING TO CONSIDER A RESOLUTION REGARDING THE FORMATION OF THE CITY OF ONTARIO COMMUNITY FACILITIES DISTRICT NO. 52 (SUNDANCE PARK); 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 and:

A. Adopt a Resolution of Formation of Community Facilities District No. 52 (Sundance Park), 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. 52 (Sundance Park);
C. Adopt a Resolution calling a special election for City of Ontario Community Facilities District No. 52 (Sundance Park);
D. Adopt a Resolution declaring the results of the special election and directing the recording of a Notice of Special Tax Lien;
E. Adopt a Resolution authorizing the execution and delivery of an amended and restated acquisition and funding agreement with Brookcal Ontario, LLC, a Delaware limited liability company; and
F. Introduce and waive further reading of an ordinance levying special taxes within City of Ontario Community Facilities District No. 52 (Sundance Park).

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 Sundance Park residential development is projected to generate approximately $379,366 per year, at buildout, to fund administrative fees and municipal services; and approximately $21.4 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 in future years to process annual special tax levies.

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 July 2, 2024, the City Council approved Resolution No. 2024-069, a Resolution of Intention to establish City of Ontario Community Facilities District No. 52 (Sundance Park) and authorize the levy of special taxes; and Resolution No. 2024-070 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 August 20, 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 Sundance Park project addresses the development of two zones: Zone 1 is approximately 8.98 gross acres located west of Mill Creek Avenue, east of Haven Avenue, south of Chino Avenue, and north of Schaefer Avenue; and Zone 2 is approximately 23.89 gross acres located west of Mill Creek Avenue, east of Haven Avenue, south of Ontario Ranch Road, and north of Edison Avenue. At build-out, the project is expected to include a total of 418 residential units, comprised of 120 townhome units in Zone 1, and 298 units in Zone 2 (88 single-family and 210 townhomes).

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 ($85 million) is set intentionally higher than the current estimated bond amount (approximately $21.4 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 Sundance Park 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.

Attached are five Resolutions and one 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 is deeming it necessary to incur bonded indebtedness for the district. The third attached Resolution calls for a special landowner election to be held on August 20, 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 attached final and fifth Resolution authorizes the execution and delivery of an amended and restated acquisition and funding agreement with Brookcal Ontario, 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. 52 (SUNDANCE PARK), 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 July 2, 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. 52 (Sundance Park) 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. 52 (Sundance Park) (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 July 15, 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 BrookCal Ontario LLC (“BrookCal Ontario”), have entered into the Deposit and Reimbursement Agreement, dated as of November 1, 2022 (the “Deposit Agreement”), that provides for the advancement of funds by BrookCal Ontario 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 BrookCal Ontario 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. 52 (Sundance Park)."

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: City of Ontario, Financial Services Agency, 303 East B Street, Ontario, California 91764, (909) 395-2015 or email CFD@ontarioca.gov.

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 Pages 74 through 76 of Maps of Assessments and Community Facilities Districts in the San Bernardino County Recorder's Office (Document No. 2024-0153941).

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 $85,000,000.

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 July 15, 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. BrookCal Ontario 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 BrookCal Ontario 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 20th day of August, 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 August 20, 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 August 20, 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. 52
(SUNDANCE PARK)

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. 52 (Sundance Park) ("CFD No. 52") 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. 52, 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. 52: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or CFD No. 52 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. 52 of complying with arbitrage rebate requirements; the costs to the City or CFD No. 52 of complying with City, CFD No. 52, 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. 52 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. 52 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. 52; and amounts estimated or advanced by the City or CFD No. 52 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. 52 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. 52 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. 27" means City of Ontario Community Facilities District No. 27 (New Haven Services).

"CFD No. 52" means City of Ontario Community Facilities District No. 52 (Sundance Park).

"City" means the City of Ontario, California.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 52.

"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 120 Buildable Lots of Single Family Property in Tax Zone 1 and 298 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. 52.

"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. 52 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. 52 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. 52 or the City, (d) does not have any substantial interest, direct or indirect, with or in (i) CFD No. 52, (ii) the City, (iii) any owner of real property in CFD No. 52, or (iv) any real property in CFD No. 52, and (e) is not connected with CFD No. 52 or the City as an officer or employee thereof, but who may be regularly retained to make reports to CFD No. 52 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. 52 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. 52 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. 52. 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. 52.

"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, with respect to Special Tax B, 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. 52 to be levied within the boundaries of CFD No. 52 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. 52 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. 52 to be levied within the boundaries of CFD No. 52 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. 52, 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. 52 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. 52.

"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 20529, and was commonly referred to as the Tilden project at the time of formation of CFD No. 52.

"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 20449, and was commonly referred to as the Sundance Park project at the time of formation of CFD No. 52.

"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) with respect to Tax Zone 1, the Special Tax B for such Land Use Class for such Fiscal Year, and with respect to Tax

Zone 2, the Special Tax of CFD No. 27 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 20449" means Tentative Tract Map No. 20449, the area of which is located within CFD No. 52.

"TTM 20529" means Tentative Tract Map No. 20529, the area of which is located within CFD No. 52.

"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. 52 shall be identified as within 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 5, and Single Family Property in Tax Zone 2 shall be assigned to Land Use Classes 8 through 20, 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 6 and 7, respectively, in Tax Zone 1, and to Land Use Classes 21 and 22 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. 52 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. 52 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. 52. Upon receipt thereof, if in satisfactory form, CFD No. 52 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. 52.

The Special Tax A reductions required pursuant to this section shall be reflected in an amended notice of Special Tax lien, which CFD No. 52 shall cause to be recorded with the County Recorder as soon as practicable after execution of the Certificate of Modification by CFD No. 52. 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	< 1,601	$4,255 per Unit
2	Single Family Property	1,601 – 1,800	$4,409 per Unit
3	Single Family Property	1,801 – 2,000	$4,589 per Unit
4	Single Family Property	2,001 – 2,200	$5,016 per Unit
5	Single Family Property	> 2,200	$5,097 per Unit
6	Other Residential Property		$116,395 per Acre
7	Non-Residential Property		$116,395 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
8	Single Family Attached Property	< 801	$2,992 per Unit
9	Single Family Attached Property	801 – 1,000	$3,117 per Unit
10	Single Family Attached Property	1,001 – 1,200	$3,626 per Unit
11	Single Family Attached Property	1,201 – 1,400	$3,786 per Unit
12	Single Family Attached Property	1,401 – 1,600	$4,024 per Unit
13	Single Family Attached Property	1,601 – 1,800	$4,384 per Unit
14	Single Family Attached Property	1,801 – 2,000	$4,608 per Unit
15	Single Family Attached Property	> 2,000	$4,819 per Unit
16	Single Family Detached Property	< 1,801	$4,708 per Unit
17	Single Family Detached Property	1,801 – 2,000	$4,988 per Unit
18	Single Family Detached Property	2,001 – 2,200	$5,482 per Unit
19	Single Family Detached Property	2,201 – 2,400	$5,954 per Unit
20	Single Family Detached Property	> 2,400	$6,038 per Unit
21	Other Residential Property		$116,962 per Acre
22	Non-Residential Property		$116,962 per Acre

3) Backup Special Tax A

The Backup Special Tax A shall be $4,522 per Unit for Single Family Property in Tax Zone 1 and, in Tax Zone 2, shall be $4,075 per Unit of Single Family Attached Property and $5,342 per Unit of Single Family Detached Property. However, if the Expected Residential Lot Count of Single Family Property does not equal 120 in Tax Zone 1 and 298 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 = $542,632 ÷ Expected Residential Lot Count in Tax Zone 1 for Single Family Property

Tax Zone 2 = $855,810 ÷ Expected Residential Lot Count in Tax Zone 2 for Single Family Attached Property, and $470,098 ÷ Expected Residential Lot Count in Tax Zone 2 for Single Family Detached Property

If any portion of a Final Subdivision Map, or any area expected by CFD No. 52 to become Final Mapped Property – such as the area within TTM 20449, TTM 20529, 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 $116,395 per Acre in Tax Zone 1 and $116,962 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 in Tax Zone 1 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 in Tax Zone 1 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 in Tax Zone 1.

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. 52 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 in Tax Zone 1 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 0.17 Acres of Public Property and up to 3.63 Acres of Property Owner Association Property. In Tax Zone 2, no Special Tax shall be levied on up to 1.53 Acres of Public Property and up to 8.46 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. 52 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 $23,817,000 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. 52.

"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 Tax Zone 1 of CFD No. 52.

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. 52 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. 52, 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. 52, 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. 52, 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. 52.

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. 52 (after excluding 1.70 Acres of Public Property and 12.09 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. 52 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.

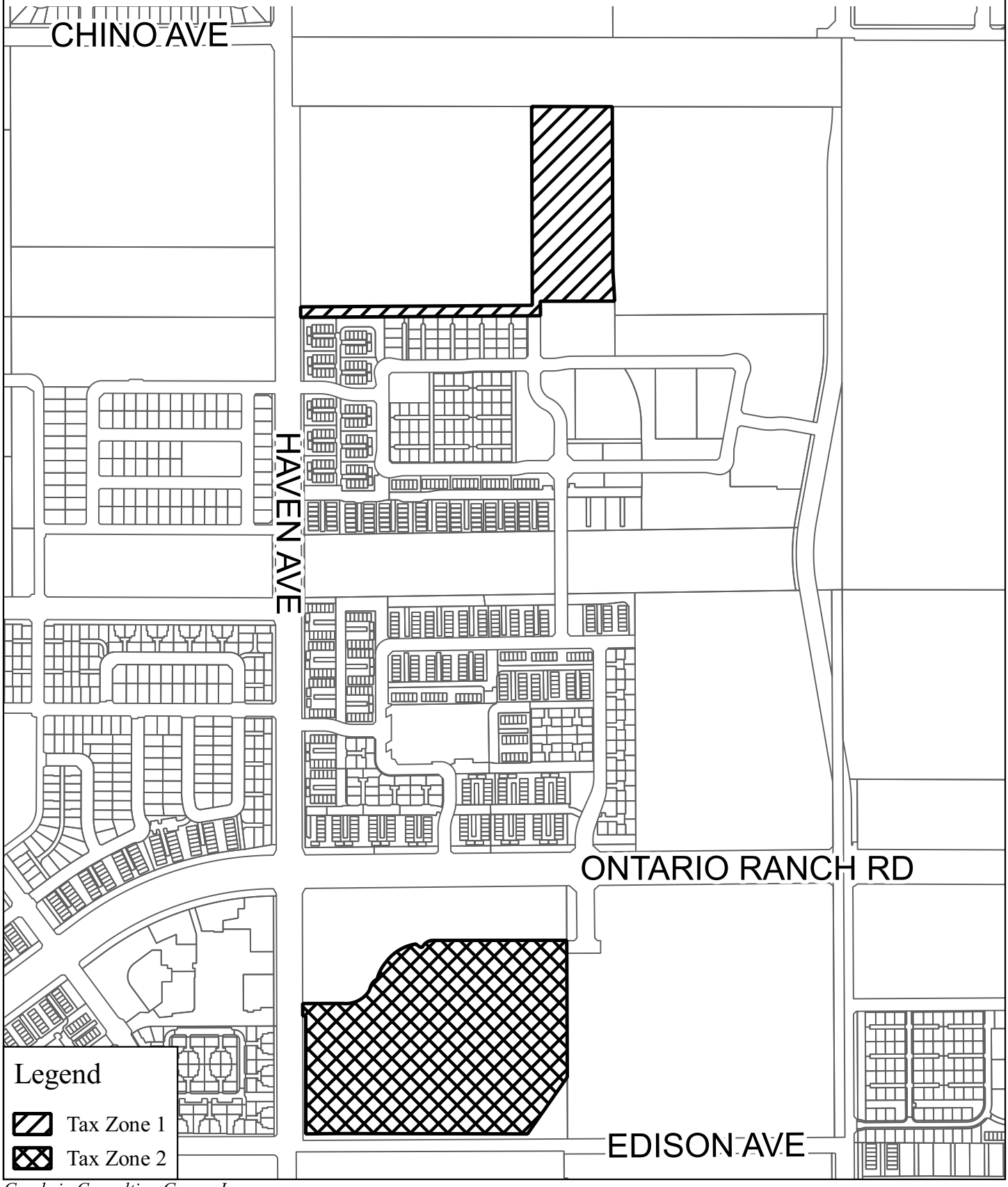
For partial prepayments made during Prepayment Period 1 or Prepayment Period 2, the full amount of Special Tax A shall resume in the first Fiscal Year of the Prepayment Period following the Prepayment Period in which the partial prepayment was made. Once the obligation of an Assessor's Parcel to pay 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 Tax Zone 1 of CFD No. 52.

Attachment 1
City of Ontario
CFD No. 52 (Sundance Park)

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. 52 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. 52 (Sundance Park) ("CFD No. 52"), the Assigned Special Tax A and the Backup Special Tax A for Developed Property within CFD No. 52 has been modified.

    a. The information in Tables 1 and 2 relating to Assigned Special Tax A for Developed Property within CFD No. 52, 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	< 1,601	$[ ] per Unit
2	Single Family Property	1,601 – 1,800	$[ ] per Unit
3	Single Family Property	1,801 – 2,000	$[ ] per Unit
4	Single Family Property	2,001 – 2,200	$[ ] per Unit
5	Single Family Property	> 2,200	$[ ] per Unit
6	Other Residential Property		$[ ] per Acre
7	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
8	Single Family Attached Property	< 801	$[ ] per Unit
9	Single Family Attached Property	801 – 1,000	$[ ] per Unit
10	Single Family Attached Property	1,001 – 1,200	$[ ] per Unit
11	Single Family Attached Property	1,201 – 1,400	$[ ] per Unit
12	Single Family Attached Property	1,401 – 1,600	$[ ] per Unit
13	Single Family Attached Property	1,601 – 1,800	$[ ] per Unit
14	Single Family Attached Property	1,801 – 2,000	$[ ] per Unit
15	Single Family Attached Property	> 2,000	$[ ] per Unit
16	Single Family Detached Property	< 1,801	$[ ] per Unit
17	Single Family Detached Property	1,801 – 2,000	$[ ] per Unit
18	Single Family Detached Property	2,001 – 2,200	$[ ] per Unit
19	Single Family Detached Property	2,201 – 2,400	$[ ] per Unit
20	Single Family Detached Property	> 2,400	$[ ] per Unit
21	Other Residential Property		$[ ] per Acre
22	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, shall be $[ ] per Unit of Single Family Attached Property and $[ ] per Unit of Single Family Detached Property. However, if the Expected Residential Lot Count of Single Family Property does not equal 120 in Tax Zone 1 and 298 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:

EXHIBIT A

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

Tax Zone 1	=	$[ ] ÷ Expected Residential Lot Count in Tax Zone 1 for Single Family Property
Tax Zone 2	=	$[ ] ÷ Expected Residential Lot Count in Tax Zone 2 for Single Family Attached Property, and $[ ] ÷ Expected Residential Lot Count in Tax Zone 2 for Single Family Detached Property

2. The Special Tax A for Developed Property may only be modified prior to the first issuance of CFD No. 52 Bonds.

3. Upon execution of this certificate by CFD No. 52, CFD No. 52 shall cause an amended notice of Special Tax lien for CFD No. 52 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. 52
(SUNDANCE PARK)

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. 52 (SUNDANCE PARK) TO INCUR BONDED INDEBTEDNESS

WHEREAS, on July 2, 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. 52 (Sundance Park) and to Authorize the Levy of a Special Tax Therein," stating its intention to establish City of Ontario Community Facilities District No. 52 (Sundance Park) (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 July 2, 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. 52 (Sundance Park) 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. 52 (Sundance Park), 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 July 15, 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 August 20, 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 August 20, 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 $85,000,000.

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 July 15, 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 August 20, 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 August 20, 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 August 20, 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 August 20, 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 20th day of August, 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 August 20, 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 August 20, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 52
(SUNDANCE PARK)

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. 52 (Sundance Park) (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. 52 (Sundance Park)," 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: August 20, 2024

_____
Sheila Mautz, City Clerk

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. 52 (SUNDANCE PARK)

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. 52 (Sundance Park), 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. 52 (Sundance Park) (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 $85,000,000; 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. 52 (Sundance Park) 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 $85,000,000; 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 July 15, 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 August 20, 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 August 20, 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 July 15, 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 August 20, 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 August 20, 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 $85,000,000, to authorize the Community Facilities to levy the Special Tax and to establish the appropriations limit of the Community Facilities District at $85,000,000, which election shall be held at 303 East B Street, Ontario, California, on August 20, 2024, provided, that, in the event the August 20, 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 August 20, 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 August 20, 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 Executive Director of Finance 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 Executive Director of Finance 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 20th day of August, 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 August 20, 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 August 20, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

OFFICIAL BALLOT

CITY OF ONTARIO
August 20, 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. 52
(SUNDANCE PARK)

MEASURE: Shall the measure to authorize City of Ontario Community Facilities District No. 52 (Sundance Park) (the "Community Facilities District") to incur bonded indebtedness in a maximum amount of $85,000,000, 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 $85,000,000, as specified in the resolutions adopted by the City Council of the City of Ontario on August 20, 2024 entitled "A Resolution of the City Council of the City of Ontario, California, of Formation of City of Ontario Community Facilities District No. 52 (Sundance Park), 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. 52 (Sundance Park) 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 August 20, 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. 52 (Sundance Park)" (the "Resolution Calling Election"), calling a special election to submit to the qualified electors of City of Ontario Community Facilities District No. 52 (Sundance Park) (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 August 20, 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 20th day of August, 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 August 20, 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 August 20, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

EXHIBIT A

[See attached]

CITY OF ONTARIO
COMMUNITY FACILITIES DISTRICT NO. 52
(SUNDANCE PARK)

CANVASS AND STATEMENT OF RESULTS OF ELECTION

I hereby certify that on August 20, 2024, I canvassed the returns of the special election for City of Ontario Community Facilities District No. 52 (Sundance Park) held on August 20, 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. 52 (Sundance Park) Special Election, August 20, 2024	21	___	___	___

MEASURE: Shall the measure to authorize City of Ontario Community Facilities District No. 52 (Sundance Park) (the "Community Facilities District") to incur bonded indebtedness in a maximum amount of $85,000,000, 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 $85,000,000, as specified in the resolutions adopted by the City Council of the City of Ontario on August 20, 2024 entitled "A Resolution of the City Council of the City of Ontario, California, of Formation of City of Ontario Community Facilities District No. 52 (Sundance Park), 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. 52 (Sundance Park) to Incur Bonded Indebtedness," be adopted?

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this 20th day of August, 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. 52 (SUNDANCE PARK)

WHEREAS, on July 2, 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. 52 (Sundance Park) and to Authorize the Levy of a Special Tax Therein," stating its intention to establish City of Ontario Community Facilities District No. 52 (Sundance Park) (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 August 20, 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. 52 (Sundance Park), 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. 52 (Sundance Park) 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. 52 (Sundance Park)," 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 August 20, 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 AMENDED AND RESTATED ACQUISITION AND FUNDING AGREEMENT WITH BROOKCAL ONTARIO LLC

WHEREAS, certain real property within the boundaries of the City located generally south of State Route 60 is commonly referred to as Ontario Ranch; and

WHEREAS, such real property was previously known as the New Model Colony; and

WHEREAS, the City has approved a General Plan Amendment for the New Model Colony (the name by which Ontario Ranch was formerly known), 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 Ontario Ranch; and

WHEREAS, BrookCal Ontario LLC (the "Developer") 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, in order to provide a mechanism to fund, in a timely manner, the costs of certain of such major backbone infrastructure required to serve the Ontario Ranch (the "Facilities") so that such development could occur, the City and the Developer entered into the Acquisition and Funding Agreement, dated as of May 7, 2019 (the "Original Acquisition Agreement"), pursuant to which the Facilities would, as provided in the Original Acquisition Agreement, be constructed by or on behalf of the Developer and acquired by the City; and

WHEREAS, certain provisions of the Original Acquisition Agreement were amended pursuant to the First Amendment to Acquisition and Funding Agreement, dated as of January 1, 2022, by and between the City and the Developer (the Original Acquisition Agreement, as so amended, the "First Amended Acquisition Agreement"); 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

three community facilities districts, namely, City of Ontario Community Facilities District No. 40 (Emerald Park Facilities) ("Community Facilities District No. 40"), City of Ontario Community Facilities District No. 41 (Canvas Park Facilities) ("Community Facilities District No. 41") and City of Ontario Community Facilities District No. 52 (Sundance Park) ("Community Facilities District No. 52" and, together with Community Facilities District No. 40 and Community Facilities District No. 41, the "Community Facilities Districts"); and

WHEREAS, pursuant to the Act, the proceedings of the City Council of the City and an election held within each Community Facilities District, each Community Facilities District is authorized to levy a special tax within such Community Facilities District and issue special tax bonds secured by such special tax in order to finance certain of the Facilities; and

WHEREAS, each of Community Facilities District No. 40 and Community Facilities District No. 41 has levied a special tax within its boundaries and has previously issued special tax bonds secured by such special tax in order to finance certain of the Facilities; and

WHEREAS, certain of the Facilities so financed have previously been acquired by the City pursuant to the Original Acquisition Agreement and certain of the Facilities so financed have previously been acquired by the City pursuant to the First Amended Acquisition Agreement; and

WHEREAS, the City and the Developer desire to amend, supplement and modify certain provisions of the First Amended Acquisition Agreement; and

WHEREAS, Section 6.4 of the First Amended Acquisition Agreement provides that the First Amended Acquisition Agreement may be amended, supplemented and otherwise modified by an instrument in writing executed and delivered by the City and the Developer; and

WHEREAS, in order to reflect such amendments, supplements and modifications to the First Amended Acquisition Agreement, the City and the Developer desire to amend and restate the First Amended Acquisition Agreement pursuant to an Amended and Restated Acquisition and Funding Agreement by and between the City and the Developer (such Amended and Restated 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 "Amended and Restated Acquisition Agreement"); and

WHEREAS, the City Council is the legislative body of each of the Community Facilities Districts;

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

SECTION 1. The Amended and Restated 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 Amended and Restated 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 Amended and Restated 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 Amended and Restated 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 20th day of August, 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 August 20, 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 August 20, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)

CITY OF ONTARIO *Agenda Report* **August 20, 2024**	**SECTION:** **PUBLIC HEARINGS**
Department: Planning Prepared By: Jocelyn Torres Department: Prepared By: Jocelyn Torres Staff Member Presenting: Scott Murphy, Executive Director Community Development Approved By:	Submitted To: Council/OHA Approved: _____ Continued To: _____ Denied: _____ Item No: 29

SUBJECT: **AN APPEAL OF THE PLANNING COMMISSION'S DECISION TO DENY A CONDITIONAL USE PERMIT TO ESTABLISH A 10,314 SQUARE-FOOT ADULT DAY CARE FACILITY AT 910 NORTH MOUNTAIN AVENUE**

RECOMMENDATION: That the City Council conduct a public hearing on the Appeal and, after receiving all public testimony, uphold the Planning Commission's decision to deny Conditional Use Permit File No. PCUP23-018, to establish a 10,314 square-foot adult day care facility located at 910 North Mountain Avenue.

THE FOLLOWING COUNCIL GOALS ARE BEING ACHIEVED:
Operate in a Businesslike Manner
Invest in the Growth and Evolution of the City's Economy

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

BACKGROUND & ANALYSIS:

On October 12, 2023, Michael Mai (the "Appellant") submitted a Conditional Use Permit ("CUP") application requesting approval to establish a 10,314 square-foot Adult Day Care facility at 910 North Mountain Avenue.

On February 21, 2024, the Zoning Administrator (ZA) held a public hearing to consider the application and subsequently denied the application on March 11, 2024 (Decision No. ZA24-008). The ZA decision to deny the Conditional Use Permit request was based upon the fact that the Project is not consistent with the finding listed in Section 4.02.015(D)(2) of the City of Ontario Development Code, as stated below.

Ontario Development Code Section 4.02.015(D)(2) - "The proposed use at the proposed location, and the manner in which it will be operated and maintained, is consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan."

On March 22, 2024, the Appellant submitted an appeal of the ZA decision to deny File No. PCUP23-018. The basis of the ZA appeal lies in the Appellant's belief that the CUP is consistent with the General Plan and the decision to deny the CUP request is an "abuse of discretion" that is not supported by the record.

On May 28, 2024, the Planning Commission conducted a public hearing to consider the appeal of the ZA denial. Following the staff's presentation and after receipt of all public correspondence and testimony, the Planning Commission voted 3 to 2 to adopt Resolution No. PC24-017, upholding the ZA's decision and denying the appeal.

APPEAL TO COUNCIL: On June 7, 2024, the Appellant submitted an Appeal of the Planning Commission's decision to uphold the ZA's denial of PCUP23-018. A copy of the Appeal application and Appellant statement is included as Exhibit "A" of this report. The Appellant statement includes an updated business description that discusses HIPAA compliance and services, operating hours, participant capacity, and special events. The Appellant argues that the Planning Commission decision is not supported by the information, findings, and recommendations presented in the Background and Analysis Section of the ZA Decision report.

The Appellant argues that the purpose of the Conditional Use Permit is to ensure the compatibility of adjacent land uses by identifying potential "nuisance" activities and establishing appropriate measures for mitigation. The Appellant insists that city staff did their due diligence to confirm that the proposed use will not have a detrimental impact on the adjacent properties when this item was presented to the ZA. Additionally, the Appellant argues that the required findings can be made in accordance with the Ontario Development Code.

Pursuant to Development Code Section 2.04.010.B.2, an Appeal of the Planning Commission' s action is limited to those matters raised during the public hearing and contained in the Appeal Statement. In acting on the Appeal, the Approving Authority (in this case, the City Council) cannot consider any matter or issue that was not raised during the public hearing and contained in the Appeal Statement.

Staff has reviewed the Appellant's appeal statement and provides a response for each issue raised by the Appellant below:

Appellant Issue No. 1: The Appellant argues that the proposed use was denied since it was not the highest and best use for the site. The Appellant states that the proposed use is located within the CN (Neighborhood Commercial) zoning district which permits the proposed use subject to a Conditional Use Permit. The Appellant claims that the proposed use contributes towards the intent of the CN zoning district and is compatible with the surrounding neighborhood.

Staff Response: The proposed Adult Day Care is located within the CN (Neighborhood Commercial) zoning district, which lists adult day care with 7 or more persons as a conditionally permitted use. The Conditional Use Permit is a discretionary review process intended to ensure, among other things, that the proposed use at the proposed location is appropriate and consistent with the Policy Plan (General Plan) and City Council Priorities of The Ontario Plan. The CN zone implements the Neighborhood Commercial land use district of the General Plan, which is intended to accommodate local serving retail, office, dining, and personal service uses. Additionally, prior to approving a

conditional use permit, the required findings must be made, which takes into consideration the proposed use, the proposed location, potential negative impacts, and any additional characteristics unique to the subject use, subject property, surrounding area, etc.

The proposed adult day care use is a specialized use that falls under the category of Healthcare and Social Assistance, and more specifically under Individual and Family Services. The proposed adult day care, like many other adult day care operations, caters to a specific clientele. As noted in the Appellant's operation statement, the proposed adult day care offers services to those in need of daily health monitoring and medical care, rehabilitation services, and other specific health and social needs. Staff understands the proposed use might contribute to one's well-being and quality of life. Staff also understands the benefit of such services throughout the city. However, in this particular case, the proposed use in the proposed location does not meet the intent of the CN zone or the Neighborhood Commercial district. Through the CUP discretionary review process, it was determined that all of the necessary findings needed to support the proposed use at the proposed location could not be made (Specifically Finding #2, Section 2.04.010.B.2 as stated above). Additionally, it was determined that adequate and appropriate conditions of approval could not be imposed on the proposed use to satisfy the intent and policies of the General Plan in the proposed location.

Appellant Issue No. 2: The Appellant argues that the CN (Neighborhood Commercial) zoning district does discuss requirements for fostering community gathering places. The Appellant further argues that medical offices are allowed and located in the adjacent plaza. According to the Appellant, the proposed facility does contribute towards fostering local retail, dining, and personal services by bringing more business opportunities to the surrounding businesses. The adult day care facility does not have a built-in kitchen which will result in the facility ordering daily food deliveries to serve all 240 participants and 35 staff members daily from nearby local restaurants. The facility will also hold regular gathering events for participants and participants families which can benefit the surrounding businesses by introducing more foot traffic to the commercial shopping center, which aligns with Ontario Plan Policy CD-2.3.

Staff Response: The intent of the CN (Neighborhood Commercial) zoning district is to foster local serving retail, personal service, office, and dining uses, typically located within a predominantly residential neighborhood. While medical offices may be allowed in the CN zone, the location of such uses is still analyzed. It is understood that the subject commercial center contains medical office uses, however those uses are located in a different portion/building within the commercial center that may be more appropriate than the proposed location of the adult day care. Additionally, those medical office uses are not necessarily specialized uses such as the adult day care. The proposed use requires a Conditional Use Permit application, which is intended to ensure that a degree of compatibility is maintained with respect to certain uses on certain properties, due to their nature and operational characteristics. Each use is evaluated depending on the location and operational characteristics to ensure that the use aligns with the intent of the zoning district. The proposed adult day care use was evaluated based on its location and it was determined the proposed location was not appropriate for the proposed uses. The existing building at this particular location along Mountain Avenue is a prime location for commercial use that is more public serving and caters towards the intent of the zone and land use district.

The Appellant's statement also emphasizes that the Appellant anticipates ordering daily food deliveries from nearby restaurants. The floor plan for the proposed adult day care includes a designated food preparation area, and the operational characteristics letter indicated that nutrition counseling would be provided by registered dieticians to ensure well-balanced meals are provided based on the participants dietary needs. The focus on dietary needs appears to lend itself more towards specific food providers or sources, not necessarily local restaurants within the commercial center or nearby. Additionally, requiring the proposed adult day to cater food from local restaurants is not a feasible or appropriate condition through the conditional use permit process.

Lastly, the Appellant claims that the proposed adult day care will host regular events for participants and their families, but this appears specific to the adult day care operation and is not for public attendance. As such, special events are unlikely to contribute to the commercial center or support the intent of the CN designation and they would need a special event permit in any case.

Appellant Issue No. 3: The Appellant claims that it is impossible to achieve Ontario Plan Policy CD-3.5 for this specific site as the existing physical conditions make that impossible. The existing building is situated four feet higher than the pedestrian sidewalk on Mountain Avenue, and the existing west elevation that faces Mountain Avenue is mostly solid brick with only one emergency-exit door with two sidelight panels. The Appellant argues that it is impossible to provide active frontages and lively pedestrian streetscapes facing Mountain Avenue without major reconstruction of the existing building or a new ground-up building. The Appellant states that the building has been vacant for years and is too big for a retail use. The Appellant mentions that the building was previously a bank, a use that did not foster dining or local gathering places.

Staff Response: The Project site can achieve Policy 3.5, which is intended to ensure that businesses provide active frontages adjacent to sidewalks or public spaces and are designed to maximum safety, comfort, aesthetics, and the intended functionality (as defined by the Place Type). The Project site can achieve this policy by remodeling the interior and exterior of the building. The existing site conditions do not preclude an applicant from meeting the policies of the General Plan or the intent of the zone simply because a "major reconstruction" may be necessary. With proper remodeling and redevelopment, the subject property and building could be redesigned to align with the goals and policies of The Ontario Plan. The fact that the owner would likely incur additional costs to remodel and be in compliance with City standards and policies does not justify an exception.

The building is situated within an existing shopping center on a direct corner and provides opportunities for prominent street frontage and visibility, which are two strong characteristics of a retail-serving use within a shopping center. The unique operation, purpose, and clientele of the adult daycare is not dependent on such characteristics, and by occupying this space, the adult daycare use will prevent an opportunity for a commercial use that is more aligned with the intent and vision of neighborhood commercial centers. The existing building was previously occupied by Bank of America, which closed in 2018, and a computer repair store that closed in 2023. The previous uses might have been appropriate during their time; however, with the current redevelopment along Mountain Avenue, the proposed adult day care use at this specific location would not contain or provide characteristics that create active frontage.

Appellant Issue No. 4: The Appellant argues that there is a pressing need for adult day healthcare

services in the City of Ontario and neighboring cities. The proposed facility will have a maximum capacity of 240 participants daily and will have an overall enrollment of 500 Medi-Cal recipients in Ontario. The Appellant claims that the proposed facility will provide essential services to those in need while creating 30 well-paying jobs in various fields supporting employment at all skill levels. The Appellant claims that the proposed facility will also generate substantial foot traffic from seniors and their families who will need food and other living essentials, generating business for the nearby retail shops.

Staff Response: The proposed adult day care use is a needed service for the City of Ontario and surrounding cities, but not at the proposed location. The proposed use is allowed in certain zoning districts within the City of Ontario, subject to review and approval of a Conditional Use Permit application. The proposed use at this particular location within this shopping center is not consistent with the intent of the CN district. The subject property is located along Mountain Avenue, one of the main north/south principal arterial roadways in the City. The subject property is situated within an existing shopping center and is proposed to occupy an existing pad building that is located on a prominent corner on Mountain Avenue. This site in this zone is best used for a use that serves the general public and that takes full advantage of the commercially valuable location and orientation. The size of the building also provides opportunities for good presence along the street and to serve as a secondary anchor to the shopping center.

The proposed facility will be relocating from a location in the City of Chino, and it is unclear if new local employees will be hired. The operational characteristics provided when this item was presented to the ZA indicated that participants will be picked up and dropped off at the facility. Additionally, there is no mechanism in place to verify that the proposed facility will generate substantial foot traffic to the nearby retail shops.

CONCLUSION: Staff recommends that the City Council consider all public testimony on the Appeal and uphold the Planning Commission's decision to uphold Zoning Administrator Decision No. ZA24-008 and deny the Appeal of the Conditional Use Permit, File No. PCUP23-018.

CITY OF ONTARIO PLANNING DEPARTMENT

Appeal Application Form

303 East B Street, Ontario, California 91764 Phone: 909.395.2036 / Fax: 909.395.2420

Instructions:

1. *Pursuant to Ontario Development Code Division 2.04 (Appeals), any person having legal standing may appeal and action or decision to the Appeal Authority, including but not limited to an applicant, resident, business owner, or any person owning real property within the City, that is aggrieved by an interpretation, action, or decision made by any City agency or department, or by an Approving Authority.*

2. *Within 10 days following the action or decision being appealed, an appeal request must be filed with the Planning Department on an Appeal Application Form, along with the required filing fees. The appeal request must include a statement identifying the specific action or decision that is being appealed, the specific grounds for the appeal, and the relief requested from the Appeal Authority.*

3. *An appeal of an action or decision made by an Approving Authority following a hearing, is limited to those matters raised during the hearing and contained in an appeal statement. The Appeal Authority cannot consider any matter that was not raised during the hearing before the Approving Authority and contained in the appeal statement.*

4. *The Appeal Authority that will hear the appeal request is limited to taking testimony and making its decision based solely on the specific grounds specified by the appellant in the Appeal Application Form, insofar as they make an adequate claim pursuant to Ontario Development Code Section 2.04.010. When the decision of an Approving Authority*

GENERAL INFORMATION (PRINT OR TYPE)

Appellant: Michael Mai
Address: 5402 Philadelphia Street, Suite C-H, Chino, CA 91710
Phone: 1-626-347-1182
Email: mmai@hotmail.com

Appellant's Representative: Gordon Au
Address: 5680 Sultana Ave, Temple City, CA 91780
Phone: 1-626-203-3450
Email: hongmingau@gmail.com

(For staff use only)
File No(s): PCUP23-018
Date: 6/7/24
Rec'd by: AA
Fees Paid: 902.00
☐ Cash ☑ Check (# _____)
☐ Credit Card
Receipt No.: 354606

SUBJECT OF APPEAL

This application is hereby filed pursuant to Ontario Development Code Division 2.04 (Appeals), appealing a decision or action of the following Authority:

☐ Department/Agency Head ☐ Development Advisory Board ☐ Zoning Administrator
☐ Historic Preservation Subcommittee ☐ Historic Preservation Commission ■ Planning Commission

Project File No(s).: PCUP23-018 Date of Action/Decision: 06-07-2024

The application being appealed requests the following *(attach additional sheets as necessary)*: The applicant would like to appeal the decision of the Planning Commission denying the approval of the Conditional Use Permit No. PCUP23-018.

List the specific action(s) or decision(s) that is/are being appealed (attach additional sheets as necessary): See attached decision letter.

APPEAL STATEMENT

Please check the box that best describes your reason(s) for the appeal:

- ☐ Abuse of discretion.
- ☐ Decision was not supported by the record.
- ■ Abuse of discretion and decision was not supported by the record.

State the specific grounds for the appeal and the relief requested (please be specific and attach additional sheets if necessary):

See attached PDF for specific grounds for appeal and relief requested.

APPELLANT ACKNOWLEDGEMENT

I, the undersigned, hereby certify that the statements and information provided in this **Appeal Application Form,** and in any attached exhibits, present the data and information required for this application to the best of my ability, and that the facts, statements and information presented are true and correct to the best of my knowledge and belief.

Date: 6/7/2024 Signature: _____

Name (print or type): MICHAEL MAI

Project File No(s): PCUP23-018

Specific Grounds for Appeal and Relief Requested

Based on the Ontario Development Code, the purpose of the conditional use permit is to ensure the compatibility of adjacent land uses by identifying potential "nuisance" activities and establishing appropriate measures for mitigation. Based upon that criteria, the city staff did their diligence to confirm that the proposed adult day health care facility will not have any detrimental impact on the adjacent properties as mentioned in the staff report. Therefore, the findings for the proposed adult day health care facility can be made under the Ontario Development Code just as the city staff recommended to the hearing officer.

Rather than approve it, however, first the hearing officer then the Planning Commission denied it on the grounds that it is not the highest and best use for ***this*** site. In other words, they admit that it is permitted in the CN (Commercial Neighborhood) zone with a CUP, but assert that this designation is intended to foster local retail, dining, office, and personal service uses with proximity to residential neighborhoods and provide local gathering places and locally serving commercial uses; and, that the proposed adult day health care facility does not facilitate or contribute to that intent.

The Ontario Development Code P. 5.01-2, however, defines the CN (Commercial Neighborhood) Zoning District, and says nothing about fostering community gathering places. In fact, it allows for medical office, which is why the plaza adjacent to this site has medical offices.

Beyond which, the facility does contribute to fostering local retail, dining, and personal service by bringing more business opportunities to the surrounding businesses. The adult day health care facility does not have a built-in kitchen; as a result, the facility will be ordering food deliveries daily to serve all participants and staff (240 participants +35 staff max daily) breakfast, lunch, snacks, etc... from nearby local restaurants. The facility also will hold regular gathering events for participants and participant's families, which can benefit the surrounding businesses by introducing more foot traffic to the commercial shopping center, which aligns with the vision of the Ontario Plan Policy CD-2.3.

The PC Resolution mentions the adult day health care facility will not be able to provide active frontages and lively pedestrian streetscapes facing Mountain Ave; however, the existing building is situated 4' higher than the Mountain Ave pedestrian sidewalk and the existing west elevation of the building (facing Mountain Ave) is mostly solid brick with only 1 emergency exit door with 2 sidelight panels. Without a major reconstruction of the existing building or a new ground-up building, it is impossible to achieve the goal of the Ontario Plan Policy CD-3.5 for this specific site as the pre-existing conditions do not make that possible.

Rather than address that fact and the reality of the site, the PC simply decided that the property owner could spend hundreds of thousands of dollars to fix it.

But the site has been vacant for years. It is too big for any retail use and was once a bank, which clearly is not a use that fosters dining or a local gathering space.

Today, there is a pressing need for adult day healthcare services in the City of Ontario and its neighboring cities. With over 70,000 eligible Medi-Cal recipients in the city of Ontario alone, our proposed facility, which can accommodate 240 individuals in addition to staff, serving less than 1% of the target population. In addition, there are over 178,000 additional Medi-Cal recipients in the vicinity of the facility. This considerable gap highlights the urgent need for more facilities to support our aging, underserved, and underprivileged community members.

As explained below, the proposed facility at 910 N Mountain Avenue, therefore, aims to address this pressing need by providing 240 seats daily and a total of over 500 enrolled Medi-Cal recipients in Ontario. This expansion will not only offer essential services to those in need but will also create various new job opportunities. These jobs will include RNs, LVNs, CNAs, drivers, administrative staff, social workers, therapists in various fields, dietitians along with contractors for various office needs and in-center classes, thereby supporting employment at all skill levels.

As such, the proposed facility will generate substantial foot traffic from seniors and their families. Specifically, it will create at least 30 well-paying jobs: these are nurses, physical therapists, administrators, social workers, and others like them. The seniors and visitors will need food and other living essentials, which will generate business for the retail shops nearby. In other words, it is a win-win situation for everyone: the owners, the operator, the surrounding shops, the city, and most importantly the underserved seniors of Ontario.

In short, waiting for Godot in hopes of some "higher and better use" when the use is perfectly compatible with the surrounding neighborhood and is best for the site is neither good planning, nor one of the legal required findings.

Last, contrary to the PC Resolution, there is no "evidence" to support it. Only staff's reasoning to justify a predetermined conclusion. Where, for example, is any evidence of a potentially better, different use. As mentioned above, the site has been vacant for years. Where is the evidence that the site can be totally rebuilt and reconstructed with an existing building on it at no substantial cost? There is not any such evidence, nor could there be because the conclusion is nothing more than personal, subjective opinions, not facts.

We, therefore, are appealing the PC decision to reverse it accordingly. The proposed facility is the best, most realistic option today.

Adult Day Health Care Facility Operation Information:

HIPAA Compliance & Services:

Concerns about HIPAA compliance during socialization times are unfounded, as HIPAA pertains to employees and their handling of protected health information. We ensure that our staff always maintains strict confidentiality, adhering to all HIPAA regulations, ensuring the privacy and dignity of our participants.

In addition, contrary to one Planning Commissioners and staff's belief, our facility is not primarily a mental health facility. We do follow strict guidelines by Title 22 to provide proper care for participants with various health problems. However, severe cases are referred to more suitable and higher-level facilities, ensuring that all participants receive the care they need and deserve.

Further, we provide daily health monitoring and medical care to ensure participants' well-being. Our rehabilitation services include therapies such as rehabilitation exercises, hot pack to aid participants' recovery and health maintenance.

Last, our facility is an alternative to institutionalization for those individuals who are capable of living at home with the aid of appropriate health, rehabilitation, personal care, and social services. The Program stresses partnership with the participant, the family and/or caregiver, the primary care physician, and the community in working toward maintaining personal independence. Our facility has a multidisciplinary team of health professionals who conduct a comprehensive assessment of each potential participant to determine and plan services needed to meet the individual specific health and social needs.

Operating Hours:

We plan to extend to 5:00 pm closing time on weekdays and potentially open up on Saturday due to the higher capacity of seniors afforded by this location. Upon approval by the Licensing Agency of the State, California Department of Public Health and by Department of Aging, we will do so.

Participant Capacity:

It is important to clarify the participant capacity of our facility. The maximum capacity is 240 daily, but in order to meet the 240 maximum capacity we will have an overall enrolled participants of 500.

Business Patronage:

Participants will not be brought to specific businesses by our staff; they will independently choose the businesses they patronize. Our staff will only arrange the trip and accompany them to ensure their safety

Events and Permits:

The event we host are held within our building internally for big holiday celebrations for the participants and their families within the allowed capacity and should not require additional permits. These events benefit local businesses by increasing foot traffic and visibility, fostering a

stronger sense of community and economic engagement. They are an essential part of our program, bringing together participants and their families in a supportive environment.

Food Vendors:

We have always prioritized local vendors, and we will seek new vendors within our vicinity to ensure compliance with local business support. We consistently work with local restaurants, informing them of dietary restrictions so they can adjust their menus accordingly. These partnerships not only guarantee a steady stream of income for these businesses but also integrate our facility into the local economy, creating a relationship that benefits everyone.

Economic Impact:

Last year, our spending on a facility with a capacity of 120 participants was $1.2 million. With approval to double our capacity, our local spending will also increase, further stimulating the local economy. This spending includes vehicle-related expenses, food from local vendors, medical facility visits, and miscellaneous spending, all contributing to the economic vitality of the area. By doubling our capacity, we will increase our positive economic impact, benefiting more businesses and services.

Vacancy:

The site has remained unoccupied for over five years, as indicated by the data from the Multiple Listing Service. The previous property owner mentioned attempts to lease the property for several years, attributing the challenges to its large size as a single building. Consequently, they opted to sell it. The size of the building renders it unsuitable for retail purposes, and its prior function as a bank underscores its unsuitability as a venue for dining or local gatherings.

Long-term Commitment:

We are dedicated to being a long-term presence in the community, maintaining our facility, and contributing to the local economy and well-being. Our facility does not only service the underserved seniors in the surrounding neighborhood but can also act as an anchor tenant that can generate foot traffic and business opportunities for the surrounding businesses.

Community Support:

Our existing participants are eager to show their support, emphasizing the community's reliance on our services. Their support, through signatures and testimonials, highlights the critical role our facility plays in their lives. We are dedicated to being a cornerstone of the community for years to come, providing essential services and contributing to the local economy.

Exhibit 1A – Rendering (Main Entrance)

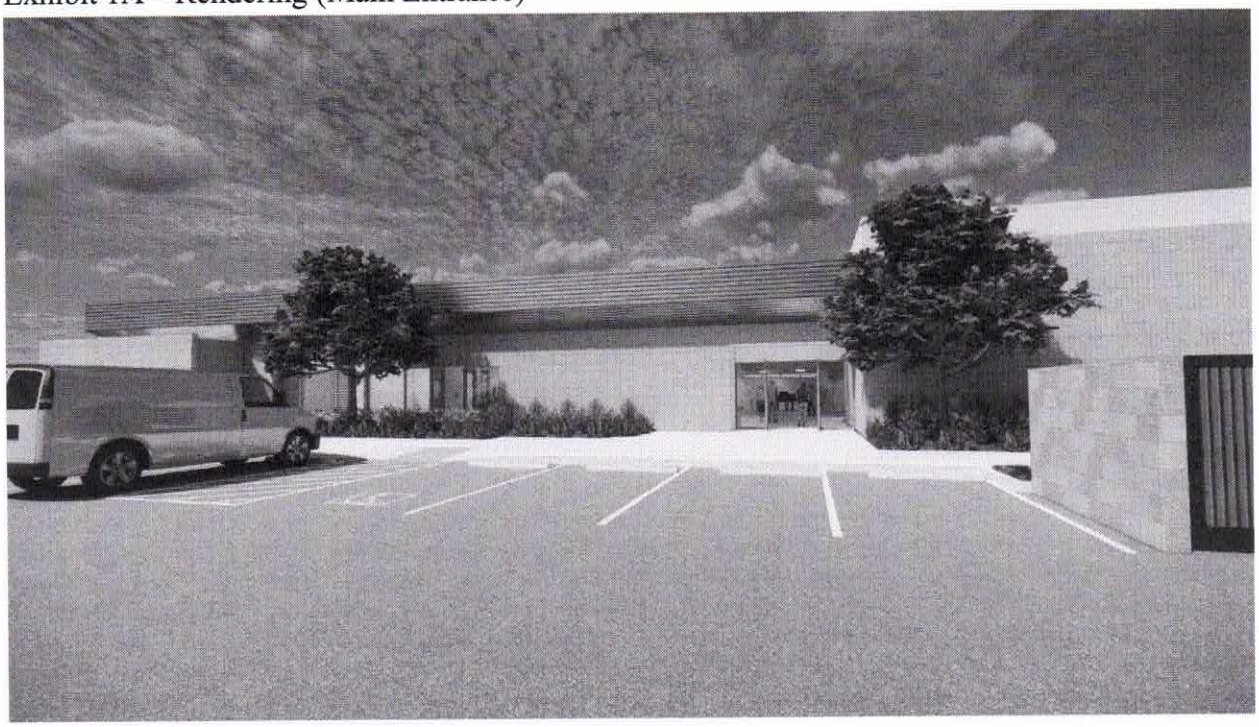


Exhibit 1B – Rendering (Patio)

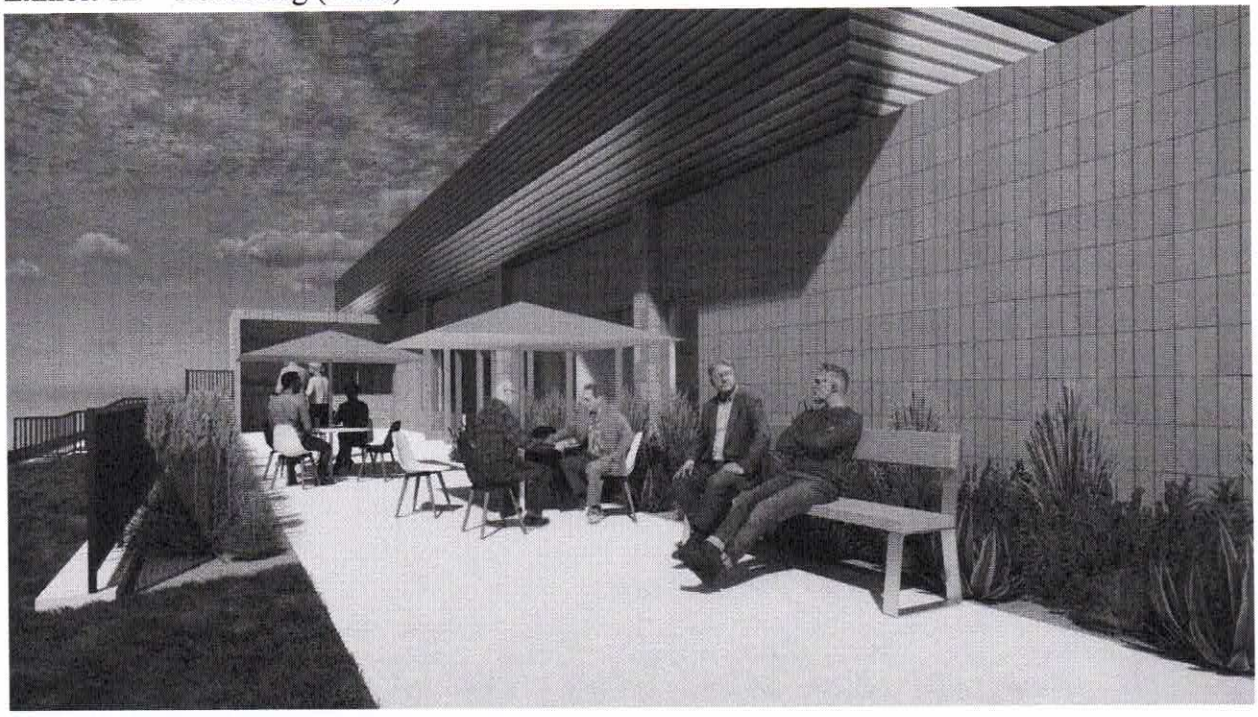


Exhibit 1C – Rendering (Lobby)



Exhibit 1D – Rendering (Lobby)

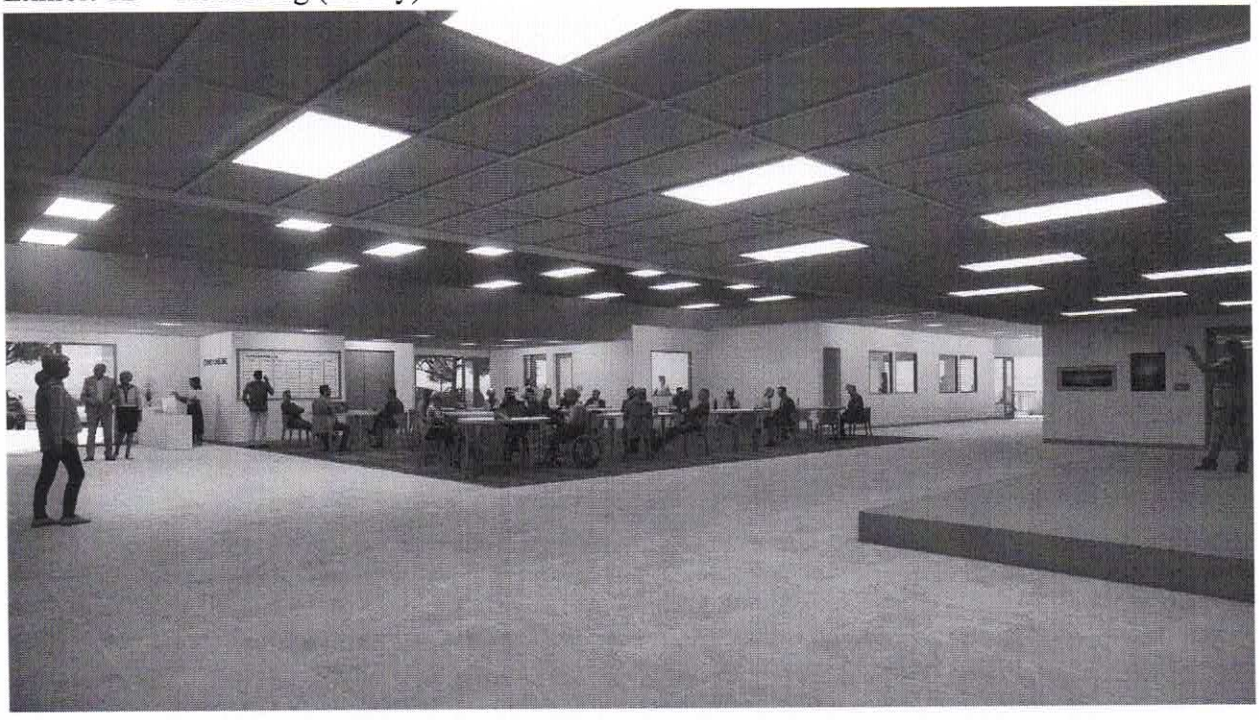


Exhibit 1E – Rendering (Lobby)



Exhibit 2A – Photo (East Elevation)



Exhibit 2B – Photo (South Elevation)



Exhibit 2C – Photo (West Elevation)



Exhibit 2D – Photo (North Elevation)



Invoice Detail

Permit ID #: PCUP23-018
Invoice #: 413708
Invoice Date: 06/07/2024 11:20:18

Period	Fee Item	Qty	Fee
FINAL	Appeal Other	902	$902.00

Total Fee: $902.00

RECEIPT

CITY OF ONTARIO
REVENUE DEPARTMENT
303 E. B STREET
(909) 395-2050
ONTARIO, CA 91764

Application: PCUP23-018
Application Type: Planning/PLANNING/PLANNING/CONDITIONAL USE PERMIT
Address: 910 N MOUNTAIN AV, ONTARIO, CA 91762

Receipt No. 354606

Payment Method	Ref Number	Amount Paid	Payment Date	Cash Drawer ID	Received	Comments
Check	JV-20240607-5.1	$902.00	06/07/2024			

Work Description: A Conditional Use Permit to establish a 10,314 square-foot Adult Day-Care Facility on 0.46 acres of land located at 910 North Mountain Avenue, within the CN (Neighborhood Commercial) zoning district (APN: 1010-141-03).

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ONTARIO, CALIFORNIA, UPHOLDING THE DENIAL OF A CONDITIONAL USE PERMIT FOR AN ADULT DAY CARE FACILITY LOCATED AT 910 NORTH MOUNTAIN AVENUE WITHIN THE CN (NEIGHBORHOOD COMMERCIAL) ZONING DISTRICT; AND FINDING THE ACTION TO BE EXEMPT FROM CEQA—APN: 1010-141-03.

WHEREAS, on October 12, 2023, Michael Mai ("Applicant") applied for a Conditional Use Permit to establish an adult day care facility on 0.46 acres of land at 910 North Mountain Avenue (APN: 1010-141-03) (File No. PCUP23-018), hereinafter referred to as "Application" or "Project"; and

WHEREAS, the site that is the subject of the Application is within the CN (Neighborhood Commercial) zoning district, and includes an existing 14,530 square-foot vacant commercial building; and

WHEREAS, the property to the north of the Project site is also within the CN (Neighborhood Commercial) zoning district and is developed with a commercial shopping center. The property to the east is within the MDR-25 (Medium-High Density Residential) zoning district and is developed with senior apartment complex. The property to the south is within the CN (Neighborhood Commercial) zoning district and is developed with a commercial building. The property to the west is within the LDR-5 (Low Density Residential) zoning district and is developed with single-family residential; and

WHEREAS, on February 21, 2024, the Zoning Administrator of the City of Ontario conducted a hearing to consider the Project, and concluded said hearing on that date; and

WHEREAS, on March 11, 2024, the Zoning Administrator of the City of Ontario rendered Decision No. ZA24-008, denying Conditional Use Permit No. PCUP23-018; and

WHEREAS, the Zoning Administrator’s decision to deny the application was based on the fact that the Project did not meet the required Conditional Use Permit findings; and

WHEREAS, on March 22, 2024, Michael Mai (“Appellant”), submitted an Appeal of the Zoning Administrator’s decision to deny File No. PCUP23-018, and the basis for the appeal lies with the Applicant’s claim that the Zoning Administrator Decision is not supported by the record and is an “abuse of discretion”; and

WHEREAS, on May 28, 2024, the Planning Commission of the City of Ontario conducted a hearing to consider the Appeal and concluded said hearing on that date, voting to issue Resolution No. PC24-017 upholding the Zoning Administrator’s decision to deny the Appeal; and

WHEREAS, on June 7, 2024, Michael Mai ("Appellant"), submitted an Appeal of the Planning Commission's decision to uphold the Zoning Administrator's decision and deny the Appeal of the Conditional Use Permit, File No. PCUP23-018; and

WHEREAS, pursuant to Development Code Section 2.04.010.B.2, an appeal of the Planning Commission's action is limited to those matters raised during the public hearing and contained in the Appeal Statement. In acting on the Appeal, the Approving Authority (in this case, the City Council) cannot consider any matter or issue that was not raised during the public hearing and contained in the Appeal Statement; and

WHEREAS, while the use proposed by the Application would be a "project" for purposes of the California Environmental Quality Act (Pub. Res. Code §§ 21000–21189.91; "CEQA") if it were approved by the City, CEQA does not apply to a denial (rejection or disapproval) of a project (Pub. Res. Code § 21080, subd. (b)(5)), so the action taken through this Resolution is exempt from CEQA; and

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

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

WHEREAS, on August 20, 2024, the City Council of the City of Ontario conducted a hearing to consider the Appeal of the Planning Commission's denial of the Application, and concluded said hearing on that date; and

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

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

SECTION 1: As the decision-making authority for the Project, the City Council has reviewed and considered the information contained in the administrative record for the Project. Based on the facts and information contained in the administrative record, including all written and oral evidence presented to the City Council, the City Council finds as follows:

(1) The action taken by the City Council through this Resolution (denial of the Application and proposed Project) is not subject to CEQA; and

(2) The determination of CEQA exemption reflects the independent judgment of the City Council.

SECTION 2: Based on the substantial evidence presented to the City Council during the above-referenced hearing, the specific findings set forth in Sections 1, above, and for all the reasons stated in the staff report, the City Council hereby concludes as follows:

(1) The proposed use at the proposed location, and the manner in which it will be operated and maintained, is **not** consistent with the goals, policies, plans and exhibits of the Vision, Policy Plan (General Plan), and City Council Priorities components of The Ontario Plan.

(2) The City Council hereby upholds the Planning Commission's decision to deny the appeal of File No. PCUP23-018 for a 10,314 square-foot adult day care facility located at 910 North Mountain Avenue.

SECTION 3: The documents and materials that constitute the record of proceedings on which these findings have been based are located at the City of Ontario City Hall, 303 East "B" Street, Ontario, California 91764. The custodian for these records is the City Clerk of the City of Ontario.

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

PASSED, APPROVED, AND ADOPTED this 20th day of August, 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 August 20, 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 August 20, 2024.

_____
SHEILA MAUTZ, CITY CLERK

(SEAL)